

# TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MARCH 4, 2021

Regular Business Meeting – 7:00pm

Webinar Link

Dr. Kimberly Farah, Chair

<http://www.timberlane.net/zoomtrsb>

Kristin Savage, Vice Chair

Technology Assistance

Dr. Brian Cochrane, Interim Superintendent

603-382-6541 x 3955

*[In accordance with Emergency Order #12 pursuant to Executive Order 2020-04, the School Board is authorized to meet electronically.] Log on Instructions: When logging on, members of the public will be prompted to provide their email address and name. (Note: the participation option has been disabled consistent with state provisions for board videoconferencing except as noted below for delegates and individuals.)*

## AGENDA

1. **7:00PM** Call to Order – Chair
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
5. Student Representative
6. Delegates and Individuals

*Individuals wishing to speak during delegates and individuals are asked to fill out the request form (link below) by 5pm of the day of the meeting. Due to time constraints, only the first 20 persons completing this form will be allowed to speak up to 3 minutes each. They will be notified via district email by 6pm that they were among the first 20 selected to speak during this portion of the meeting. Link to Request Form: <https://forms.gle/kWvzNs8rhaRHnRH97>*

### 7. Current Business

- a. **7:05PM** School Re-Opening Update – INFORMATIONAL/ACTION (15)
  - b. **7:20PM** HVAC Contract (intent to waive bid policy DJE which is attached to this agenda) – ACTION (5 minutes)
  - c. **7:25PM** Food Service Annual Review – ACTION (15)
  - d. **7:40PM** Projected Unencumbered Funds – INFORMATIONAL/ACTION (10)
  - e. **7:50PM** SAU106 Staffing – ACTION (10)
  - f. **8:00PM** CPower Contract – INFORMATIONAL (5)
  - g. **8:05PM** Policies (second read/adoption) – ACTION (10)
8. **8:10PM** Administrator's Report (Donation)
  9. **8:15PM** Personnel Report
  10. **8:20PM** Committee Reports/Reports of the School Board
  11. Correspondence Folder
  12. Vendor and Payroll Registers
  13. **8:25PM** Other Business
  14. Nonpublic (If needed)
  15. Future Dates

| DATE     | MEETING TYPE              | LOCATION | TIME   |
|----------|---------------------------|----------|--------|
| March 9  | Voting                    |          |        |
| March 18 | Re-organizational Meeting | PAC      | 7:00PM |
|          | Regular Meeting           |          |        |
| April 1  | Regular Meeting           | Zoom     | 7:00PM |
| April 15 | Regular Meeting           | PAC      | 7:00PM |
| May 6    | Regular Meeting           | Zoom     | 7:00PM |
| May 20   | Regular Meeting           | PAC      | 7:00PM |
| June 3   | Regular Meeting           | Zoom     | 7:00PM |
| June 17  | Regular Meeting           | PAC      | 7:00PM |

*The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.*

## **ADMINISTRATOR'S REPORT**

*Administrator's Report for March 4, 2021 School Board Meeting*

**1-3. OPEN MEETING** – self-explanatory.

**4. APPROVAL OF MINUTES** (2 sets –February 18 public and nonpublic)

**5. DELEGATES AND INDIVIDUALS**

**6. STUDENT REP**

**7. CURRENT BUSINESS**

**a. Re-Opening Update – INFORMATIONAL/ACTION**

*Updates on Present But Remote, Food Service, HVAC (Mark Fournier), and COVID Numbers*

**b. HVAC Contract – ACTION**

*The board to consider waiving district policy DJE (bidding) in order to authorize the Business Administrator to generate a purchase order in the amount of \$100k for the purposes of HVAC repair/maintenance as requested by the Facilities Consultant. The board and public have been provided the 7 day advance notice of the intent to waive policy.*

**c. Food Service Annual Review – ACTION**

*Year four of four – see contract. Action required for the fourth year of the contract. Additionally, the board may wish to consider taking action to go out to bid for next year's food services. The board last went out to bid in 2017 whereby Whitons was selected as the food service provider.*

**d. Projected Unencumbered Funds – INFORMATIONAL/ACTION**

*The board requested last year that projected unencumbered funds be presented early in the calendar year for planning purposes should the board wish to dedicate those funds to specific projects.*

**e. SAU106 Staffing – ACTION**

*Dr. Cochrane to propose staffing for the new SAU.*

**f. CPower Contract – INFORMATIONAL**

*Dr. Farah to announce a CPower contract that is anticipated to be executed in time for this March 4 meeting.*

**g. Policies – ACTION**

*Second read on policies BDH, BIBA, and BID.*

**8. ADMINISTRATOR'S REPORT** – Dr. Cochrane

*Executive Summaries: \$500 donation from HealthTrust (TRHS)*

**9. PERSONNEL REPORT**

*Dr. Cochrane to present.*

**10. COMMITTEE REPORTS/REPORTS OF THE SCHOOL BOARD** – Committee Chairs to update board on current initiatives.

**11. CORRESPONDENCE** – All correspondence now forwarded to board members as it comes in.

**12. VENDOR AND PAYROLL REGISTERS** – please be sure to review and sign electronically vendor and payroll registers.

**13. OTHER BUSINESS** – Board members to provide agenda items for future meeting consideration.

**14. NONPUBLIC SESSION** – If needed.

**15. FUTURE DATES** – As indicated.



| <b>Presentation Schedule</b>            |   |                    |                             |
|---|---|--------------------|-----------------------------|
| <b>Item</b>                             | <b>Detail</b>   | <b>Timeline/By</b> | <b>Done</b>                 |
| Develop 5-Year Facilities Plan          | Continued from 2019-20  | TBD                |                             |
| Create proposal for Solar Panels        | Continued from 2019-20  | TBD                | <b>Postponed to 2021-22</b> |
| Treasurer's Report                      | Quarterly (Aug/Nov/Feb/May)                                   | 8/20/2020          |                             |
| School Financial Report (DOE-25)        | To DRA  | 9/1/2020           | ✓                           |
| School Financial Report (MS-25)         | To DRA  | 9/1/2020           | ✓                           |
| Revised Est'd Revenues (MS-24)          | #'s needed from DRA/DOE approved MS-25                        | 9/1/2020           |                             |
| Signed Revised Est. Revenues (MS-24S)   | Signed Revised Est. Revenues (MS-24S)                         | 9/1/2020           |                             |
| NHSBA Resolutions                       | September of each year  | 9/3/2020           | ✓                           |
| Strategic Plan Update                   | Biannual report (Sep/Mar)                                     | 9/17/2020          | ✓                           |
| School Action Plans                     | September of each year – Elementary                           | 9/20/2020          | <b>Hold</b>                 |
| Budget /Default Budget                  | First Draft   | 10/1/2020          | ✓                           |
| Enrollment/NESDEC                       | After October 1 enrollment numbers finalized                  | 10/15/2020         | ✓                           |
| School Action Plans                     | October of each year – Secondary                              | 10/15/2020         | <b>Hold</b>                 |
| Program of Studies                      | First Read  | 12/3/2020          | ✓                           |
| Treasurer's Report                      | Quarterly (Aug/Nov/Feb/May)                                   | 11/19/2020         |                             |
| Program of Studies                      | Second Read   | 12/17/2020         | ✓                           |
| Ratify CBAs                             | Finalize CBAs for warrant (by 2 <sup>nd</sup> Tues in Jan.)   | 1/7/2021           | ✓                           |
| Finalize Warrant                        | For Deliberative Session (by last Tuesday in Jan.)            | 1/21/2021          | ✓                           |
| School Calendar                         | For the upcoming school year                                  | 2/18/2021          | ✓                           |
| Treasurer's Report                      | Quarterly (Aug/Nov/Feb/May)                                   | 2/18/2021          |                             |
| Projected unencumbered funds            | To inform on end of year funds to address needs               | 3/4/2021           |                             |
| Food Service Annual Review              | Renewal Year 4 of 4   | 3/4/2021           |                             |
| Prof. Staff Renominations               | Notification of nonrenewal required by April 15 <sup>th</sup> | 3/18/2021          |                             |
| MOUs/LOUs Authorization                 | Authorize Personnel Com to approve MOUs                       | 3/18/2021          |                             |
| Report of Appropriations Voted (MS-22)  | Due to DRA  | 3/30/2021          |                             |
| Budget as Posted with Warrant (MS-27)   | Due to DRA  | 3/30/2021          |                             |
| DRA Approved Appropriations (MS-22R)    | To DRA Pending DRA Approval                                   | 3/30/2021          |                             |
| Signed Appropriations As Voted (MS-22)  | To DRA Within 20 days of vote                                 | 3/30/2021          |                             |
| Signed Default Budget (MS-DS)           | As posted with the warrant – due to DRA                       | 3/30/2021          |                             |
| Athletic Trainer Contract Annual Review | Annual review/renewal for 2021-22 school year                 | 4/15/2021          |                             |
| Treasurer's Report                      | Quarterly (Aug/Nov/Feb/May)                                   | 5/20/2021          |                             |
| Data Governance Plan                    | Annual review by 1 <sup>st</sup> meeting in June              | 6/3/2021           |                             |
| Auditor Option & Schedule (MS-60A)      | To DRA  | 6/30/2021          |                             |
| MS-60 or CPA Financial Audit            | To DRA  | 6/30/2021          |                             |

**Trimester 3 Update with full return (5 days onsite) for those who chose.**

**Elementary**

On March 22nd, the beginning of Trimester 3, our Elementary schools will welcome students in the district model to onsite learning 5 days a week. Through the flexibility and creative thinking of our teachers, we are able to bring 105 students into the buildings from remote learning with little to no disruption to classroom assignment. We continue to utilize districtwide classes for remote learning in some grades and will now have 8 classrooms taught in a blended model, instructing both remote and in person students at the same time. Please note: in the charts below, which indicate distancing when seated at desks, the full roster of these blended classrooms is identified\* and so spacing will be more than 6 feet as not all students are in school. As with grade level phase in for 4 days, families will be receiving this information next week as it pertains to each class and school.

**Atkinson Academy**

| Grade | Students/class          | Distancing |
|-------|-------------------------|------------|
| K     | 11 AM/5 PM, FDK: 11, 12 | 6 FT       |
| 1     | 18, 18, 19              | 5-6 FT     |
| 2     | 18, 20, 20*             | 6 FT       |
| 3     | 18, 18, 13*             | 6 FT       |
| 4     | 22, 23*                 | 6 FT       |
| 5     | 22, 21, 14*             | 6 FT       |

**Danville**

| Grade | Students/class          | Distancing |
|-------|-------------------------|------------|
| K     | 13, 13                  | 6 FT       |
| 1     | 21, 22                  | 5 FT       |
| 2     | 17, 16                  | 6 FT       |
| 3     | 19, 18                  | 6 FT       |
| 4     | 19, 22 (2 rooms for 22) | 6 FT       |
| 5     | 14, 14                  | 6 FT       |

**Pollard**

| Grade | Students/class   | Distancing       |
|-------|------------------|------------------|
| K     | 18, 14, 12       | 5 FT, 6 FT, 6 FT |
| 1     | 18, 18, 18       | 4 FT             |
| 2     | 20, 21, 20       | 4 FT             |
| 3     | 21, 21, 19       | 4 FT             |
| 4     | 21, 21, 21       | 4 FT             |
| 5     | 25, 26, 11 (4/5) | 4 FT, 4 FT, 6 FT |

**Sandown North**

| Grade   | Students/class            | Distancing |
|---------|---------------------------|------------|
| K (TLC) | 16, 13, 11, 12            | 6 FT       |
| 1       | 16, 16, 17                | 6 FT       |
| 2       | 22,22                     | 5 FT       |
| 3       | 24, 25 (2 rooms for each) | 6 FT       |
| 4       | 21, 22, 22                | 5 FT       |
| 5       | 28, 29 (2 rooms for each) | 6 FT       |

Respectfully Submitted By:  
 Lucy Canotas, Director of Elementary Curriculum

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

| WOID  | Description   | Priority  | Status           | Craft              | Location            | Building      | Area Desc        | Area Number            | Request Date | Actual Completion Date | Action Taken  |
|-------|---|-----------|------------------|--------------------|---------------------|---------------|------------------|------------------------|--------------|------------------------|---|
| 29109 | replaced boiler BMS#5 condensate steam trap   | Medium    | Complete         | Boiler             | High School         | BOILER ROOM   | Boiler Room      |                        | 2/15/2021    | 2/15/2021              |   |
| 29110 | replaced boiler BMS#6 condensate steam trap   | Medium    | Complete         | Boiler             | High School         | BOILER ROOM   | Boiler Room      |                        | 2/15/2021    | 2/15/2021              |   |
| 29104 | MOD 3 per Mrs. LeFebvre, the thermostat is broken. Please repair/replace. Thank you. B  | Medium    | Complete         | Heating            | High School         | Out buildings | Modular          | MOD 3                  | 2/12/2021    | 2/12/2021              | replaced batteries in thermostat                                  |
| 29105 | replaced noisy belt on RERU #05   | Medium    | Complete         | Indoor Air Quality | Atkinson Academy    | 101-108 Wing  | Roof             |                        | 2/12/2021    | 2/12/2021              |   |
| 29070 | replaced bearings in RERU # 1 supply fan  | Medium    | Complete         | HVAC               | Pollard School      |               | Basement         |                        | 2/4/2021     | 2/4/2021               |   |
| 29071 | replaced condensate hose on boiler #2   | Medium    | Complete         | Boiler             | Pollard School      |               | Boiler Room      |                        | 2/4/2021     | 2/4/2021               |   |
| 29072 | replaced touch screen display on boiler #2  | Medium    | Complete         | Boiler             | Pollard School      |               | Boiler Room      |                        | 2/4/2021     | 2/4/2021               |   |
| 29073 | replaced thermo couple on boiler  | Medium    | Complete         | Boiler             | SAU Office Building |               | Boiler Room      |                        | 2/4/2021     | 2/4/2021               |   |
| 29077 | replaced bearings in AHU #1 Office unit   | Medium    | Complete         | HVAC               | Middle School       |               | Roof             |                        | 2/4/2021     | 2/4/2021               |   |
| 29078 | replaced belt   | Medium    | Complete         | Exhaust Fans       | High School         |               | Locker Room      | boys                   | 2/4/2021     | 2/4/2021               |   |
| 29079 | replaced heat exchanger in RTU #7 and belt  | Medium    | Complete         | HVAC               | Middle School       |               | Roof             |                        | 2/4/2021     | 2/4/2021               |   |
| 29080 | replaced heat exchanger in RTU #8   | Medium    | Complete         | HVAC               | Middle School       |               | Roof             |                        | 2/4/2021     | 2/4/2021               |   |
| 29058 | Please clean register in room 615. See Gary with Questions.   | Medium    | Complete         |                    | High School         | 600 Wing      | Classroom        | 615 Classroom          | 1/29/2021    | 2/17/2021              | cleaned out baseboard register                                    |
| 29048 | air exhaust units are not working in the gang bathrooms by the cafe   | High      | Complete         | Exhaust Fans       | Danville Elementary |               | Bedroom          | gang bathrooms by cafe | 1/25/2021    | 2/23/2021              | replaced motor  |
| 29031 | Deb Waters states the cafe is really cold to the point they are cold in the kitchen even with the ovens going.  | Medium    | Complete         | Heating            | Pollard School      | GYM/CAFETERIA | Cafeteria        | Cafe                   | 1/21/2021    | 1/26/2021              | there was a problem with boilers at the time of this heat problem |
| 29028 | The Air Conditioner is broke in Tech. office. Please let Ray Ext 3956 Know any questions.   | Medium    | Complete         | Air Conditioning   | High School         | 100 Wing      | 1st Floor        | Rm. 117 Tech Office    | 1/21/2021    | 1/27/2021              | reset tripped cir breaker   |
| 29032 | Room 314 is freezing Chris Fish has a temp. and it is reading 6 at her desk.  | Medium    | Complete         | Heating            | High School         |               |                  | 314                    | 1/21/2021    | 1/26/2021              | changed temp on air handler                                       |
| 29015 | we need two of the metal filters for the wall unit and two filters for the ceiling unit, one big one small  | Medium    | Work In Progress | Heating            | Danville Elementary |               |                  |                        | 1/14/2021    |                        |   |
| 29000 | the thermostat in the cafe is dead and not getting any power to it. It's 50degrees in the cafe right not.   | Emergency | Complete         | Heating            | Pollard School      | GYM/CAFETERIA | Cafeteria        | Cafe-thermostat        | 1/11/2021    | 1/12/2021              |   |
| 28990 | the heat in the gym doesn't seem to working properly. the gym teacher states it's 61 degrees in there and it's too cold. Bruce looked at it yesterday and tried a fix for it but it didn't seem to work. Thank you! | Medium    | Complete         | Heating            | Pollard School      | 100-WING      | Gym              | GYM                    | 1/7/2021     | 1/13/2021              | replaced t-stat in gym  |
| 28984 | replaced 2 belts on supply fan  | Medium    | Complete         | HVAC               | Danville Elementary |               |                  |                        | 1/7/2021     | 1/7/2021               |   |
| 28982 | wall heater by the doors to the playground not working  | Medium    | Complete         | Heating            | Danville Elementary |               | Hallway/Corridor | 2000 wing              | 1/6/2021     | 1/7/2021               | adjusted aquastate in attic for wall heater                       |
| 28969 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | Pollard School      |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28968 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | Pollard School      |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28967 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | Sandown North       |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28965 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.  | Medium    | Complete         | HVAC               | High School         |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28966 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.  | Medium    | Complete         | HVAC               | High School         |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28964 | Monthly - PM Schedule AHU UNITS - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | High School         |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28963 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | Atkinson Academy    |               |                  |                        | 1/4/2021     | 2/9/2021               |   |
| 28961 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete         | HVAC               | Sandown Central     |               |                  |                        | 1/4/2021     | 2/9/2021               |   |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |   |           |          |               |                     |                 |           |                    |            |            |  |
|-------|---|-----------|----------|---------------|---------------------|-----------------|-----------|--------------------|------------|------------|--|
| 28960 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete | HVAC          | Pollard School      |                 |           |                    | 1/4/2021   | 2/9/2021   |  |
| 28959 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium    | Complete | HVAC          | Atkinson Academy    |                 |           |                    | 1/4/2021   | 2/9/2021   |  |
| 28917 | I've been requested by Melissa Morrow to put in a request for some vent cleanings. The one in Sam Richman's office 616A, Rm. 316 (the two back offices) are all very dirty and need to be cleaned. Gary this is true of all the white returns on the ceiling my office is also dirt | Medium    | Complete | Miscellaneous | High School         |                 |           | 616A and 316       | 12/10/2020 | 12/21/2020 | cleaned vents  |
| 28894 | Monthly - PM Schedule created on 11/8/2003 - Refer to PM schedule details.  | Medium    | Complete | Security      | SAU Office Building |                 |           |                    | 12/7/2020  | 12/16/2020 |  |
| 28899 | No heat in three rooms 119 121 125 Please check   | Medium    | Complete |               |                     |                 |           |                    | 12/7/2020  | 12/8/2020  | turned t-stats up  |
| 28883 | Heat not working in room 301  | Medium    | Complete | Heating       | Pollard School      | 2ND FL 300 WING | Classroom | 301                | 12/3/2020  | 12/9/2020  | checked out heat in the room seems to be working fine  |
| 28857 | Monthly - RTU 1 -3 Lab units - Refer to PM schedule details.  | Medium    | Complete | HVAC          | High School         |                 |           |                    | 12/1/2020  | 2/9/2021   |  |
| 28866 | Loud humming noise coming out of air ducts in classroom. Disturbing student and teacher. Cannot hear.   | Medium    | Complete | HVAC          | Sandown Central     | sandown central | 1st Floor | 321                | 12/1/2020  | 12/8/2020  | replaced belt on exhaust fan on roof in that area  |
| 28870 | Heat is not working in the gym  | Emergency | Complete | Heating       | Sandown Central     | sandown central | 1st Floor | Gym                | 12/1/2020  | 12/3/2020  | heat is on in the gym  |
| 28820 | Room 1303 has a heat line leaking in the ceiling Please repair  | Medium    | Complete |               | Middle School       |                 |           |                    | 11/20/2020 | 1/12/2021  | duplicate request.   |
| 28818 | Loud noise coming from Mechanical Room again.   | Medium    | Complete | Miscellaneous | Sandown Central     | sandown central | 1st Floor | Mechanical         | 11/19/2020 | 12/8/2020  | tightened belt in air handler  |
| 28812 | replaced damper motor on reru #9  | Medium    | Complete | HVAC          | Pollard School      |                 | Roof      |                    | 11/19/2020 | 11/19/2020 |  |
| 28811 | The AC in room 415 isn't working correctly  | Medium    | Complete | Plumbing      | High School         | 400 Wing        |           |                    | 11/18/2020 | 1/7/2021   | replaced batteries in remote control   |
| 28787 | replaced supply fan belt in airhandler  | Medium    | Complete | Heating       | Atkinson Academy    | Gym             |           |                    | 11/16/2020 | 11/16/2020 |  |
| 28788 | replace the belt in bathroom exhaust fan  | Medium    | Complete | Exhaust Fans  | Atkinson Academy    |                 |           |                    | 11/16/2020 | 11/16/2020 |  |
| 28790 | Thermostat making strange noise in 1514   | Medium    | Complete | HVAC          | Middle School       |                 | Classroom | 1514               | 11/16/2020 | 11/18/2020 | replaced t-stat  |
| 28776 | a couple of employees mentioned that they heard loud noises coming from the roof - possibly from the fans/HVAC system - near rms 306 & 306. One of them mentioned that it sounded like a belt or something like that.   | Medium    | Complete | Exhaust Fans  | Pollard School      | 2ND FL 300 WING | Roof      | near rms 306 & 308 | 11/12/2020 | 11/16/2020 | checked out noise did not hear anything  |
| 28764 | Dan cleaned the air vents but suggested another work order to have them removed and cleaned out. Please clean the air vents in all 4 Mods, 1-4. They are very dirty and have black stuff on them per the teachers that live in them. Thank you very much.                           | Medium    | Complete | Miscellaneous | High School         |                 | Classroom | Rm 208             | 11/10/2020 | 12/24/2020 | cleaned vents  |
| 28752 | It is freezing again in my office it turned on full blast 10 minutes ago...   | Medium    | Complete | Miscellaneous | High School         |                 |           | Patti office       | 11/6/2020  | 12/8/2020  | checked out A/C unit seems to be working ok  |
| 28753 | The temperature in the room is hot, even with the thermostat turned all the way down. This has been ongoing for a few weeks. I put this work order in a few weeks ago and I think Gary looked into it thanks Patti  | Medium    | Complete | Miscellaneous | High School         |                 |           | 615                | 11/6/2020  | 11/19/2020 | heat is not on in the room   |
| 28756 | leaking water from the baseboard along the back wall  | Medium    | Complete | Heating       | Danville Elementary |                 | Classroom | room 106           | 11/6/2020  | 11/18/2020 | packing nut on gate valve loose  |
| 28757 | the room is getting uncomfortably hot, the heat needs to be turned down thermostat does not work to control heat.   | Medium    | Complete | Heating       | Danville Elementary |                 | Classroom | room004            | 11/6/2020  | 12/15/2020 | oiled linkage on heating valve, valve seems to be working fine room does not seem to be over heating |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |  |        |          |                  |                     |                |           |                  |            |            |   |
|-------|--|--------|----------|------------------|---------------------|----------------|-----------|------------------|------------|------------|---|
| 28742 | Freezing cold air is blowing in my office started 15 mins ago...the thermometer does not look like it was touched in our area.   | Medium | Complete | Miscellaneous    | High School         |                |           | pattis Office    | 11/5/2020  | 12/15/2020 | a/c is not on                                     |
| 28699 | Can you check the exchanges there is nothing coming out and the rooms are hot  | Medium | Complete | Miscellaneous    | High School         |                |           | 307 and 309      | 10/26/2020 | 10/27/2020 | exchanges is working turned heat down in the room |
| 28694 | 1:30 today my AC came on full blast and it is freezing in here again can someone please look at the system to see why it is going on every afternoon to AC at 1ish Thanks Patti  | Medium | Complete | Miscellaneous    | High School         |                |           | 407 patti office | 10/23/2020 | 12/15/2020 | a/c is not on                                     |
| 28678 | The air handler feeding room 320 and 318 is NOT running. There is NO makeup air coming into the room.  | Medium | Complete | Miscellaneous    | High School         |                |           | 320              | 10/22/2020 | 10/26/2020 | replaced broken belt on roof top                  |
| 28679 | The AC is on in my office I found the override down to 55 I bumped it up but the AC is still coming out it is freezing I will try to bump it up again  | Medium | Complete | Air Conditioning | High School         |                |           | Patti office     | 10/22/2020 | 12/8/2020  | checked out A/C                                   |
| 28660 | <p>Please adjust temp in Room 104, see notes below:</p> <hr/> <p>From: Runnells, Beth<br/>&lt;Beth.Runnells@timberlane.net&gt;<br/>Sent: Tuesday, October 20, 2020 7:18 AM<br/>To: Brown, Timothy<br/>Subject: Heat in room 104</p> <p>Hi Tim,</p> <p>I'm not sure if you're the person I should be talking to, but it's warm in my room. I tried turning down the thermostat but the temperature gauge still reads 76 degrees on the wall by the door.<br/>Just wondering if we can turn it down a bit – 66 degrees or so would be perfect for me.<br/>No sure what can be done, thanks, Beth</p> | Medium | Complete | HVAC             | High School         | 100 Wing       |           | Room 104         | 10/20/2020 | 11/19/2020 | made adjustment                                   |
| 28663 | <p>Subject: Heat in room 104</p> <p>Hi Tim,</p> <p>I'm not sure if you're the person I should be talking to, but it's warm in my room. I tried turning down the thermostat but the temperature gauge still reads 76 degrees on the wall by the door.<br/>Just wondering if we can turn it down a bit – 66 degrees or so would be perfect for me.<br/>No sure what can be done, thanks, Beth</p>  | Medium | Complete | Miscellaneous    | High School         |                |           | 104              | 10/20/2020 | 12/8/2020  | checked heating valve                             |
| 28643 | Blowing cold air in McCarthy's room 1400. Can we turn off the blowers?   | Medium | Complete | HVAC             | Middle School       |                | Classroom | 1400             | 10/19/2020 | 11/16/2020 | heat is on  |
| 28645 | Gary,<br>My room went from an ice box to a sauna. Can you help?<br>Thanks,<br>Mark   | Medium | Complete | Miscellaneous    | High School         |                |           | 615              | 10/19/2020 | 11/2/2020  | lowered temp in room                              |
| 28634 | Can we please have the heat turned on in our building? Thank you :)  | Medium | Complete | Heating          | Pollard School      | 100-WING       | Other     | Whole School     | 10/16/2020 | 10/20/2020 | heat is on  |
| 28627 | replaced gasket on boiler air separator  | Medium | Complete | Heating          | Danville Elementary | boiler room #2 |           |                  | 10/15/2020 | 10/15/2020 |   |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |   |        |          |               |                     |                            |           |                     |     |            |            |                                     |
|-------|---|--------|----------|---------------|---------------------|----------------------------|-----------|---------------------|-----|------------|------------|-------------------------------------|
| 28632 | Room 315 was over 80 toay is there anyway to get the room cooler I beleive in the past it is because they are at the beginning of the heat cycle. can we install and over ride like our so they can at least turn it down I have a staff in there with some heat issues | Medium | Complete | Heating       | High School         |                            |           |                     | 315 | 10/15/2020 | 2/11/2021  |                                     |
| 28612 | Heat not working in K area.   | Medium | Complete | Heating       | Sandown Central     | sandown central            | 1st Floor |                     | 300 | 10/13/2020 | 10/26/2020 | turned pumps on that does that area |
| 28606 | Please turn on the heat for Danville. Thank you. :)   | Medium | Complete | Heating       | Danville Elementary | Administration/Nurses area |           | entire school       |     | 10/13/2020 | 10/20/2020 | heat is on                          |
| 28607 | Air handlers please put on for the parent teacher conferences are 4:30 to 7:00 but perhaps they should run overnight? Thank you!Tim brown   | Medium | Complete | Miscellaneous | High School         |                            |           | whole school        |     | 10/13/2020 | 10/20/2020 |                                     |
| 28611 | We are ready for the heat to be turned on. Thank you.   | Medium | Complete | HVAC          | Sandown North       |                            |           | whole building      |     | 10/13/2020 | 10/20/2020 | heat is on                          |
| 28615 | Complaints of the heat not shutting off in the 4/5 grade wing They state it was 80* today in a few classrooms   | Medium | Complete |               | Atkinson Academy    |                            |           |                     |     | 10/13/2020 | 10/26/2020 | turned heat down in that area       |
| 28601 | AHU that serves the 100 wing ( 128 ) doesn't come on until 9am  | Medium | Complete | HVAC          | Pollard School      | 100-WING                   |           |                     |     | 10/10/2020 | 10/13/2020 | bms had a problem with the program  |
| 28593 | replaced cir pump for building heat   | Medium | Complete | Heating       | Atkinson Academy    | BOILER ROOM                |           |                     |     | 10/9/2020  | 10/9/2020  |                                     |
| 28576 | Please turn heat on in building.  | Medium | Complete | Heating       | Sandown Central     | sandown central            | 1st Floor |                     | 300 | 10/6/2020  | 10/13/2020 | heat is on in the building          |
| 28575 | Could we please turn the heat on. The 600 and 100 hallway classrooms are very cold. RM 605 is 55 degrees and the students and teacher are complaining. Thank you.   | Medium | Complete | Heating       | High School         | 400 Wing                   | Classroom | classrooms 206, 208 |     | 10/6/2020  | 10/9/2020  | heat is on in the building          |
| 28577 | can you put a work order in to have the heat on in the building on 10/14 for SATs? Please make sure the heat is on early students arrive 7:30 and test for a few hours.   | Medium | Complete | Heating       | High School         |                            |           | Building            |     | 10/6/2020  | 10/9/2020  | heat is on                          |
| 28579 | Don would like the heat in the building turned on   | Medium | Complete | Heating       | High School         |                            |           | heat                |     | 10/6/2020  | 10/9/2020  | heat is on                          |
| 28565 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Atkinson Academy    |                            |           |                     |     | 10/5/2020  | 11/18/2020 |                                     |
| 28563 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Danville Elementary |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28564 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Middle School       |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28561 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Pollard School      |                            |           |                     |     | 10/5/2020  | 11/18/2020 |                                     |
| 28562 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Pollard School      |                            |           |                     |     | 10/5/2020  | 11/18/2020 |                                     |
| 28559 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28560 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC          | Sandown North       |                            |           |                     |     | 10/5/2020  | 11/18/2020 |                                     |
| 28552 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28553 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28554 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28555 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28556 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |
| 28557 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.  | Medium | Complete | HVAC          | High School         |                            |           |                     |     | 10/5/2020  | 2/9/2021   |                                     |

**TRSD Facilities (RTK request)**

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |   |        |          |            |                        |                         |  |           |            |  |
|-------|---|--------|----------|------------|------------------------|-------------------------|--|-----------|------------|--|
| 28558 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28547 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28548 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28549 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28550 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28551 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28545 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete |            | Middle School          |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28543 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC       | Performing Arts Center |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28544 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC       | Sandown Central        |                         |  | 10/5/2020 | 11/18/2020 |  |
| 28541 | Monthly - PM Schedule AHU & ERU - Refer to PM schedule details.             | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28542 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC       | Atkinson Academy       |                         |  | 10/5/2020 | 11/18/2020 |  |
| 28540 | Monthly - PM Schedule AHU'S - Refer to PM schedule details.                 | Medium | Complete | HVAC       | High School            |                         |  | 10/5/2020 | 2/9/2021   |  |
| 28536 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | High School            | BOILER ROOM             |  | 10/2/2020 | 11/18/2020 |  |
| 28537 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | High School            | BOILER ROOM             |  | 10/2/2020 | 11/18/2020 |  |
| 28535 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Pollard School         |                         |  | 10/2/2020 | 11/18/2020 |  |
| 28531 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Danville Elementary    | 200 Wing (new addition) |  | 10/2/2020 | 11/18/2020 |  |
| 28533 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Danville Elementary    | 200 Wing (new addition) |  | 10/2/2020 | 11/18/2020 |  |
| 28529 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Danville Elementary    | 100 Wing                |  | 10/2/2020 | 11/18/2020 |  |
| 28530 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Danville Elementary    | 100 Wing                |  | 10/2/2020 | 11/18/2020 |  |
| 28532 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Danville Elementary    |                         |  | 10/2/2020 | 11/18/2020 |  |
| 28534 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Pollard School         |                         |  | 10/2/2020 | 11/18/2020 |  |
| 28527 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Atkinson Academy       | BOILER ROOM             |  | 10/2/2020 | 11/18/2020 |  |
| 28528 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Atkinson Academy       | BOILER ROOM             |  | 10/2/2020 | 11/18/2020 |  |
| 28523 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Sandown North          |                         |  | 10/2/2020 | 11/18/2020 |  |
| 28524 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Sandown North          |                         |  | 10/2/2020 | 11/18/2020 |  |
| 28525 | Yearly - PM Schedule created on 9/14/2003 Refer to PM schedule details.     | Medium | Complete | Mechanical | Sandown Central        |                         |  | 10/2/2020 | 11/18/2020 |  |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |  |        |          |                  |                     |                 |                     |                          |           |            |                                   |
|-------|--|--------|----------|------------------|---------------------|-----------------|---------------------|--------------------------|-----------|------------|-----------------------------------|
| 28526 | Yearly - PM Schedule created on 9/14/2003<br>Refer to PM schedule details.   | Medium | Complete | Mechanical       | Sandown Central     |                 |                     |                          | 10/2/2020 | 11/18/2020 |                                   |
| 28522 | Yearly - PM Schedule created on 9/14/2003<br>Refer to PM schedule details.   | Medium | Complete | Mechanical       | Sandown North       |                 |                     |                          | 10/2/2020 | 11/18/2020 |                                   |
| 28512 | Yearly - PM Middle School pumps and Motors - Refer to PM schedule details.   | Medium | Complete | HVAC             | Middle School       |                 |                     |                          | 10/1/2020 | 11/18/2020 |                                   |
| 28511 | Yearly - PM Danville pumps and motors - Refer to PM schedule details.  | Medium | Complete | HVAC             | Danville Elementary |                 |                     |                          | 10/1/2020 | 11/18/2020 |                                   |
| 28487 | Ice machine in Trainers room isn't making ice. Can Kevin take a look at it.  | Medium | Complete | HVAC             | Middle School       |                 | Gym                 | TRAIIners room off GYM   | 9/28/2020 | 11/2/2020  | comp not working not worth fixing |
| 28472 | replaced return belt in ERU2   | Medium | Complete | HVAC             | Sandown North       | C-WING          |                     |                          | 9/23/2020 | 9/23/2020  |                                   |
| 28461 | Loud screeching noise coming from mechanical room  | Medium | Complete | Mechanical       | Sandown Central     | sandown central | 1st Floor           | 300                      | 9/22/2020 | 9/22/2020  | replaced fan belt on supply fan   |
| 28450 | Visually confirm that the duct work in the nurses area and the main office have dedicated supplies and returns Also insure that proper filtration is installed | Medium | Complete |                  | Atkinson Academy    | Nurse's area    | Administration Area |                          | 9/18/2020 | 9/24/2020  | confirmed                         |
| 28391 | Monthly - UST Inspection - Refer to PM schedule details.   | Medium | Complete | HVAC             | Atkinson Academy    |                 |                     |                          | 9/7/2020  | 9/23/2020  |                                   |
| 28389 | Monthly - PM Schedule created on 8/9/2017 - Refer to PM schedule details.  | Medium | Complete | HVAC             | Sandown Central     |                 |                     |                          | 9/7/2020  | 9/23/2020  |                                   |
| 28390 | Monthly - PM Schedule created on 8/9/2017 - Refer to PM schedule details.  | Medium | Complete | HVAC             | Sandown North       |                 |                     |                          | 9/7/2020  | 9/23/2020  |                                   |
| 28361 | Monthly - RTU 1 -3 Lab units - Refer to PM schedule details.   | Medium | Complete | HVAC             | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28356 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28357 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28358 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28359 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28360 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28355 | Yearly - PM Schedule BOILERS - Refer to PM schedule details.   | Medium | Complete | Boiler           | High School         |                 |                     |                          | 9/1/2020  | 11/18/2020 |                                   |
| 28304 | Need the AC fixed in the library lab we will be holding classes in there.  | Medium | Complete | Air Conditioning | High School         | 100 Wing        |                     | library computer lab 112 | 8/12/2020 | 9/24/2020  | replaced a/c unit in library lab  |
| 28300 | Monthly - PM Schedule created on 11/8/2003 - Refer to PM schedule details.   | Medium | Complete | Security         | SAU Office Building |                 |                     |                          | 8/3/2020  | 9/23/2020  |                                   |
| 28295 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28296 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28297 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28298 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28299 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28286 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28287 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28288 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28289 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28290 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28291 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28292 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |
| 28293 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School         |                 |                     |                          | 8/1/2020  | 11/18/2020 |                                   |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |   |        |          |                  |                        |                            |           |              |           |            |            |
|-------|---|--------|----------|------------------|------------------------|----------------------------|-----------|--------------|-----------|------------|------------|
| 28294 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.           | Medium | Complete | HVAC             | High School            |                            |           |              | 8/1/2020  | 11/18/2020 |            |
| 28284 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.           | Medium | Complete | HVAC             | High School            |                            |           |              | 8/1/2020  | 11/18/2020 |            |
| 28285 | Yearly - PM Schedule EXHAUST FANS - Refer to PM schedule details.           | Medium | Complete | HVAC             | High School            |                            |           |              | 8/1/2020  | 11/18/2020 |            |
| 28273 | The air conditioner is not working  | Medium | Complete | Air Conditioning | Danville Elementary    | Administration/Nurses area | 1st Floor | front office | 7/13/2020 | 9/16/2020  | reset cond |
| 28271 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Atkinson Academy       |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28270 | Monthly - PM Schedule AHU UNITS - Refer to PM schedule details.             | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28268 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.      | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28269 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.      | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28262 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28263 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28264 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28265 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28266 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28267 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28256 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28257 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28258 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28259 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28260 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28261 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28255 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.                | Medium | Complete | HVAC             | High School            |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28254 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Middle School          |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28252 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Pollard School         |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28253 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Danville Elementary    |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28250 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Sandown North          |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28251 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Pollard School         |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28248 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Sandown Central        |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28249 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete |                  | Middle School          |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28245 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Atkinson Academy       |                            |           |              | 7/6/2020  | 9/22/2020  |            |
| 28246 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details. | Medium | Complete | HVAC             | Performing Arts Center |                            |           |              | 7/6/2020  | 9/22/2020  |            |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |   |        |          |                  |                        |                |                 |                         |           |            |  |
|-------|---|--------|----------|------------------|------------------------|----------------|-----------------|-------------------------|-----------|------------|--|
| 28247 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Pollard School         |                |                 |                         | 7/6/2020  | 9/22/2020  |  |
| 28244 | Monthly - PM Schedule AHU & ERU - Refer to PM schedule details.   | Medium | Complete | HVAC             | High School            |                |                 |                         | 7/6/2020  | 9/22/2020  |  |
| 28243 | Monthly - PM Schedule AHU'S - Refer to PM schedule details.   | Medium | Complete | HVAC             | High School            |                |                 |                         | 7/6/2020  | 9/22/2020  |  |
| 28235 | From Jean Dodier: Danville needs a work order - for the fan in the electrical room that circulates the air to the attic. It is burnt out. | Medium | Complete | Air Conditioning | Danville Elementary    | boiler room #2 | Electrical Room | Electrical Room / Attic | 5/27/2020 | 9/16/2020  | replaced fan                                     |
| 28227 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Middle School          |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28225 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Pollard School         |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28226 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Pollard School         |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28224 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Sandown North          |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28223 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.   | Medium | Complete | HVAC             | Performing Arts Center |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28222 | Monthly - PM Schedule created on 11/8/2003 - Refer to PM schedule details.  | Medium | Complete | Security         | SAU Office Building    |                |                 |                         | 4/6/2020  | 6/8/2020   |  |
| 28209 | Please install an AC unit or review situation for Mitch Mencis' office at the Middle School.  | Medium | Complete | Air Conditioning | Middle School          | 100-WING       | Office          | 1517                    | 3/11/2020 | 2/23/2021  | over heating in room caused by bad heating valve |
| 28198 | Please replace AC unit. Coordinate with Tech office Rita Holsberg.  | Medium | Complete | Air Conditioning | High School            | 100 Wing       | Tech Ed/Shop    | Tech Office 117         | 3/10/2020 | 11/19/2020 | replaced   |
| 28199 | See Gary for details. Install AC  | Medium | Complete | Air Conditioning | High School            |                | Library         | Library                 | 3/10/2020 | 9/16/2020  | ok   |
| 28201 | Joann reported the AC in the computer lab is still not working  | Medium | Complete | Air Conditioning | High School            |                |                 | library computer lab    | 3/10/2020 | 9/24/2020  | replaced a/c unit in computer lab                |
| 28190 | The remote control for the AC unit is broken . The teacher has change the batteries and still nothing.                                    | Medium | Complete | Air Conditioning | High School            | 400 Wing       | Classroom       | 404                     | 3/9/2020  | 3/13/2020  | cleaned battery contacts and changed batteries   |
| 28189 | The remote control for the AC unit is broken the teacher has changed the batteries and still nothing.                                     | Medium | Complete | Air Conditioning | High School            | 400 Wing       |                 | 404                     | 3/6/2020  | 3/13/2020  | replaced batteries                               |
| 28183 | check heat 1517 too hot   | Medium | Complete | HVAC             | Middle School          |                | Office          | 1517                    | 3/5/2020  | 2/11/2021  | fixed heating valve                              |
| 28179 | Could you please check the heat control for this room as it is extremely hot in this classroom. Thank you!                                | Medium | Complete | Heating          | Atkinson Academy       | 124-158 Wing   |                 | Room 126                | 3/4/2020  | 11/18/2020 | adjusted t-stat                                  |
| 28169 | RERU #9 replaced bearings on supply fan   | Medium | Complete | HVAC             | High School            | 600 Wing       | Roof            |                         | 3/3/2020  | 3/3/2020   |  |
| 28168 | RERU #9 replaced fan motor  | Medium | Complete | HVAC             | High School            | 300 Wing       | Roof            |                         | 3/3/2020  | 3/3/2020   |  |
| 28170 | RERU#11 replaced supply fan bearings  | Medium | Complete | HVAC             | High School            | 300 Wing       | Roof            |                         | 3/3/2020  | 3/3/2020   |  |
| 28153 | Monthly - PM Schedule created on 2/15/2013 - Refer to PM schedule details.  | Medium | Complete | HVAC             | Danville Elementary    |                |                 |                         | 3/2/2020  | 6/8/2020   |  |
| 28155 | replaced cir pump   | Medium | Complete | Boiler           | Middle School          | BOILER ROOM    |                 |                         | 3/2/2020  | 3/2/2020   |  |
| 28152 | Monthly - RTU 1 -3 Lab units - Refer to PM schedule details.  | Medium | Complete | HVAC             | High School            |                |                 |                         | 3/1/2020  | 6/8/2020   |  |
| 28099 | Too hot in classroom  | Medium | Complete | HVAC             | Middle School          |                | Classroom       | 1500                    | 2/7/2020  | 2/10/2020  | shutters on mini split fan not opening           |
| 28102 | Air conditioning units not working properly   | Medium | Complete | HVAC             | Middle School          |                | Classroom       | Tech Ed                 | 2/7/2020  | 2/10/2020  | shutters for fan not opening                     |
| 28091 | replaced actuator motor for air damper on boilers burner  | Medium | Complete | Boiler           | Atkinson Academy       | BOILER ROOM    | Boiler Room     |                         | 2/5/2020  | 2/5/2020   |  |
| 28083 | fixed broken wire on pilot assembly   | Medium | Complete | HVAC             | Middle School          | GYMNASIUM      | Roof            |                         | 2/4/2020  | 2/4/2020   |  |
| 28081 | replaced heating cir pump on boiler #3  | Medium | Complete | Heating          | Middle School          | BOILER ROOM    | Boiler Room     |                         | 2/4/2020  | 2/4/2020   |  |
| 28082 | replaced boiler controls on boiler #4   | Medium | Complete | Heating          | Middle School          | BOILER ROOM    | Boiler Room     |                         | 2/4/2020  | 2/4/2020   |  |
| 28084 | replaced water separator on air compressor line   | Medium | Complete | Heating          | Middle School          | BOILER ROOM    | Boiler Room     |                         | 2/4/2020  | 2/5/2020   |  |
| 28080 | replaced fan motor for heating unit   | Medium | Complete | Heating          | High School            | Athletic wing  | Locker Room     |                         | 2/4/2020  | 2/4/2020   |  |
| 28078 | replaced supply fan bearings  | Medium | Complete | HVAC             | High School            | 400 Wing       |                 |                         | 2/4/2020  | 2/4/2020   |  |
| 28055 | Heat is on full blast in 1500   | Medium | Complete | HVAC             | Middle School          |                | Classroom       | 1500                    | 1/28/2020 | 2/5/2020   | turned heat down                                 |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |  |        |          |         |                |               |             |                        |           |           |  |
|-------|--|--------|----------|---------|----------------|---------------|-------------|------------------------|-----------|-----------|--|
| 28038 | replaced burner motor on boiler #2   | Medium | Complete | Heating | Sandown North  | Boiler Room   | Boiler Room |                        | 1/22/2020 | 1/22/2020 |  |
| 28039 | replaced boiler #1 cir pump  | Medium | Complete | Heating | Sandown North  | Boiler Room   | Boiler Room |                        | 1/22/2020 | 1/22/2020 |  |
| 28041 | replaced fan motor in unit heater in hall wall by door #12   | Medium | Complete | Heating | High School    | Athletic wing |             |                        | 1/22/2020 | 1/22/2020 |  |
| 28042 | Please turn on the heat in RM 614, It's freezing per the teacher. Please and thank you. B  | Medium | Complete | Heating | High School    | 600 Wing      | Classroom   | RM 614                 | 1/22/2020 | 1/28/2020 | checked heat in room seems to be on                |
| 28035 | replaced t-stat in room  | Medium | Complete | Heating | High School    |               | Classroom   | 602                    | 1/22/2020 | 1/22/2020 |  |
| 28036 | replaced belts in gym roof top   | Medium | Complete | Heating | Middle School  |               | Gym         |                        | 1/22/2020 | 1/22/2020 |  |
| 28037 | replaced belt on air handler that does weight room   | Medium | Complete | Heating | High School    |               | Closet Area |                        | 1/22/2020 | 1/22/2020 |  |
| 28040 | replaced boiler pump motor   | Medium | Complete | Heating | Middle School  |               | Boiler Room |                        | 1/22/2020 | 1/22/2020 |  |
| 28027 | The heat in these rooms doesn't appear to be working. Each of them is around 56 degrees or lower. We are especially concerned about rms 504 and 511 as they have temperature sensitive students in them. Thank you!  | Medium | Complete | Heating | Pollard School | 95-WING       | Classroom   | Rm 504, Rm 511, Rm 508 | 1/21/2020 | 1/28/2020 | increased water volume on pump that does that area |
| 28030 | This is from Maura Maher school counseling office<br>There seems to be an extreme discrepancy in the room temperature between the assistant principals office suite and the end of the school counseling office. The offices if SC suite re very cold on a daily basis We have space heaters but it does not seem to be enough Please help us warm up Conversley when the AC is on it is freezing in our office space and reasonable down the hall Jamies office has heat then it gets colder as you go down the hallway | Medium | Complete | Heating | High School    |               |             | Guidance               | 1/21/2020 | 1/28/2020 | changed drive motor on heating valve               |
| 28031 | Robyn Mahoney 3rd office<br>The office is frigid I feel the heat is blowing cold air I have a separate heater and it cannot combat the cold.<br><br>Thanks Patti   | Medium | Complete | Heating | High School    |               |             | Guidance               | 1/21/2020 | 1/28/2020 | changed heating valve motor that does that area    |
| 27975 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27976 | Monthly - PM Schedule ROOF TOP AC UNIT - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27972 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27973 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27974 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27965 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27966 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27967 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27968 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27969 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27970 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27971 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27961 | Monthly - PM Schedule AHU UNITS - Refer to PM schedule details.  | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27962 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |
| 27963 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School    |               |             |                        | 1/6/2020  | 6/8/2020  |  |

TRSD Facilities (RTK request)

Work Orders - HVAC Related  
Jan 1, 2020 - Feb 25, 2020

|       |  |        |          |         |                        |  |               |     |          |           |                         |
|-------|--|--------|----------|---------|------------------------|--|---------------|-----|----------|-----------|-------------------------|
| 27964 | Monthly - PM Schedule RERU'S - Refer to PM schedule details.   | Medium | Complete | HVAC    | High School            |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27960 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.  | Medium | Complete | HVAC    | Danville Elementary    |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27959 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.  | Medium | Complete | HVAC    | Atkinson Academy       |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27957 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.  | Medium | Complete |         | Middle School          |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27956 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.  | Medium | Complete | HVAC    | Sandown Central        |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27954 | Monthly - PM Schedule AHU & ERU - Refer to PM schedule details.  | Medium | Complete | HVAC    | High School            |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27955 | Monthly - PM Schedule created on 12/11/2003 - Refer to PM schedule details.  | Medium | Complete | HVAC    | Atkinson Academy       |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27953 | Monthly - PM Schedule AHU'S - Refer to PM schedule details.  | Medium | Complete | HVAC    | High School            |  |               |     | 1/6/2020 | 6/8/2020  |                         |
| 27979 | hvac system is set to come up to temp at 6:00 am, but does not come on until 7:15-7:30 am. Very cold, 58-60 degrees when we come in. | Medium | Complete | HVAC    | Performing Arts Center |  | Building Wide | 0   | 1/6/2020 | 1/22/2020 | changed time settings   |
| 27950 | thermostat not working. Room is very cold.   | Medium | Complete | Heating | Performing Arts Center |  | Choral        | 719 | 1/3/2020 | 1/22/2020 | reset program to t-stat |

# Executive Summary

## Trane HVAC Equipment Assessment & Evaluation

Marc and Gary, Sarah, and Kevin from the facilities staff met on Monday, March 1 and developed the following plan to begin to address the maintenance and repair issues cited in the Trane report dated 2/10/21:

1. Kevin will provide a written list of the maintenance and repair work cited in the Trane report that he and others have completed to date. This list will contain the date, building name, unit type and number, work completed, pictures, and any notes made during the onsite work.
2. Kevin will select a specific building from now on and work through all the pieces of HVAC equipment until that building's work is complete. This will minimize the time spent staging equipment and supplies, avoid wasting time traveling between buildings, and improve efficiency.
3. While doing this work, Kevin will carry a copy of the Trane report and list the following on the report next to the unit being maintained and repaired:
  - a. the date the work was performed (attach extra sheets if required)
  - b. building name
  - c. who performed the work
  - d. a detailed list of the work performed
  - e. a record of the pictures taken (if any)
  - f. tag, label, and store any parts removed listing the building name, unit #, date, and reason they were removed
4. If other people help accomplish this work, Kevin will also be responsible for ensuring that Sarah receives a copy of their paperwork with the same information listed above.
5. At the end of each day, Kevin will provide a copy of his day's work and anyone else's day's work to Sarah.
6. Sarah will scan a copy of each day's work and provide a copy to Gary and Marc via email.
7. In order to begin to effectively input this data into Schooldude and build a comprehensive database for our work management system, Sarah has reached out to the Schooldude staff and is working with them to build a system to input our PM data into Schooldude. This new database will enable us to track our work on specific pieces of equipment and also use this data in our Capital Improvement Plan planning. Sarah is also working with the IT Department to obtain an iPad for Kevin so he can electronically input his work information into Schooldude in the field.
8. Because we don't believe we have the in-house bandwidth to perform all of this maintenance and repair work with in-house staff, we are currently developing the following lists:
  - a) List of buildings we believe we can complete with in-house resources in a reasonable amount of time
  - b) List of buildings where the work should be performed by outside contractors
9. In order to accomplish the work by outside contractors, Marc has written a draft RFQ for HVAC Equipment Maintenance & Repair Services and has provided a copy to Gary, Sarah, Kevin, & Geoff for their input.
10. Gary will provide a list to Marc of contractors he has used in the past for commercial HVAC equipment maintenance and repairs so they can be added to the list of contractors to provide prices via the RFQ.
11. Gary mentioned in our meeting on Monday that all building air handling systems (except three systems in the SAU 55) use 100% outside air. Marc mistakenly did not represent this fact accurately at the most recent School Board meeting and wanted to clarify this issue.

12. An update on the Trane report findings: the reason that many of the filters were dirty at the time Trane performed their evaluation of the HVAC equipment is that we had delayed the replacement of the filters until just before Trane performed the air exchange testing. That work was delayed significantly by Trane due to scheduling and COVID issues, and we were still waiting to replace the filters at the time of the equipment evaluation by Trane staff.
13. We agreed there is a need for more staff training in various areas including the use of Schooldude, HVAC maintenance and repair, etc. and will be working together to find training opportunities in the future.

#### **Trane Air Exchange Testing**

Trane and their subcontractor have completed air exchange testing in all buildings and will be providing a report during the week of March 8<sup>th</sup>.

#### **Rise Engineering Building Energy Efficiency Assessments**

All on site energy efficiency audits are complete. We have received proposals from Rise Engineering for Sandown Central and Sandown North and are reviewing them with the staff now. We expect to receive proposals for the balance of the TRSD buildings from Rise Engineering soon. We will have a proposal ready on if and how to move forward with these projects in early April.

#### **Demand Response Project**

We have signed the Demand Response Project proposal with CPower and will be implementing that project over the coming months.

|   |                                    |
|---|------------------------------------|
| <p><b>Timberlane Regional School District</b></p>   | <p><b>Policy Code:     DJE</b></p> |
| <p><b>Adopted:   01-03-91</b><br/> <b>Revised:   06-19-08</b><br/> <b>Revised:   05-08-14</b><br/> <b>Revised:   10-04-18</b></p> | <p><b>Page 1 of 1</b></p>          |

## **BIDDING REQUIREMENTS**

The Superintendent is required to get written competitive bids on purchases of supplies, materials, equipment, and contractual services in the amount of \$10,000 or more. Purchases of \$5,000 or more will require at least three competitive documented quotes for the open market. All purchases made in the open market shall be consummated after careful evaluation.

When bidding procedures are used, bids shall be advertised appropriately, including on the district website. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding.

All bids must be submitted in sealed envelopes, addressed to the Superintendent, and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present.

The School Board with input from the Superintendent reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district. The School Board with input from the Superintendent also reserves the right to waive any formalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified, shall not be considered. The School Board with input from the Superintendent also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation.

The bidder to whom the award is made shall be required to enter into a written contract with the district with appropriate bonding. Contractors shall be required to provide a certificate of insurance.

Specialized educational and related services are exempt from this policy when the interests of children so dictate (i.e. textbook purchases, psychological services, etc.).

Existing services that continue to meet the needs of the district shall be subject to an annual review by the board and may not need to go out to bid.

**Legal References:**

*RSA 194-C:4 II (a), Superintendent Services*

*NH Code of Administrative Rules, Section Ed. 303.01 (b), Substantive Duties of School Boards*

|  |                         |
|--|-------------------------|
| <b>Timberlane Regional School Board</b>  | <b>Policy Code: BGF</b> |
| <b>Adopted: 09-20-01</b><br><b>Revised: 03-17-16</b><br><b>Revised: 06-01-17</b> | <b>Page 1 of 1</b>      |

## WAIVING, SUSPENDING AND REVOKING POLICIES

### Waiving a Policy

The Board may waive a policy only when all the following conditions are met:

- the proposed policy to be waived has been publicly announced to the School Board at least one week prior to the Board's vote;
- the waiver is for a one-time action by the Board or administration;
- the vote is held at a properly noticed meeting; and
- a majority of Board members present agree.

In cases of emergency meetings, or justifiable situations where inadequate prior notice was given the Board, a majority vote by all Board members present is required to waive a policy.

### Suspending a Policy

Policies may also be suspended by the Board but only when all the following conditions are met:

- the proposed policy to be suspended has been publicly announced to the School Board at least one week prior to the Board's vote;
- the proposed suspension stipulates a specific time period for the suspension, after which the policy comes back into force;
- the policy is not suspended for more than one academic year;
- the policy and intention to suspend shall be included in the Board's agenda packet; and
- a two-thirds majority vote of the entire Board membership in favor at a properly noticed, regular meeting in which written notice of the policy to be suspended was included on the agenda.

### Revoking a Policy

Policies may be revoked when all the following conditions have been met:

- a majority vote of the Policy Committee to recommend revocation at least two weeks prior to a Board vote;
- the Policy Committee takes into consideration any associated policies and procedures that may need to be rescinded or amended; and
- inclusion on the Board's agenda of the policy and intention to revoke.

March 4, 2021

## Executive Summary

### School Food Service Annual Update

Timberlane contracts with Whitsons Food Service for cafeteria services. Per DOE guidelines, we are required to send the contract out to bid every 5 years. Our contract structure is a one year contract, with 4-one year extensions. We commenced our current contract cycle with them in July, 2017. The upcoming school year 2021-22 would be our 5<sup>th</sup> year with Whitsons.

Overall, food service operations continue to perform well for the District and they have been very responsive to the many changes and updates to food service programming from the USDA in this pandemic environment to continue meeting the needs of our students in various new serving options.

Under USDA waivers, school meals continue to be free to students. The pandemic environment has impacted program participation and has also impacted our ala carte sales, which has been a strong source of favorable revenue in the past.

Food services losses through January, 2021 total \$195K. Although we are anticipating greater participation in our food service program it is difficult to accurately project the 2020-21 food service fund deficit. However, I would estimate the food service fund deficit would not be any less than \$250K, and will likely be greater.

Respectfully Submitted By:  
Geoffrey Dowd, CFO/Business Administrator

**SCHOOL FOOD SERVICE AGREEMENT**  
**BETWEEN**  
**TIMBERLANE REGIONAL SCHOOL DISTRICT**  
**AND**  
**WHITSONS NEW ENGLAND, INC.**  
**SCHOOL YEAR 2020-2021**

ARTICLE I  
INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement ("Agreement"), dated as of July 1, 2020 (the "Effective Date"), is between Timberlane Regional School District (the "SFA"), and Whitsons New England, Inc. (the "FSMC"). FSMC and SFA shall collectively be referred to herein as the "Parties" and individually as a Party."
- 1.2 Purpose of Agreement. The SFA and FSMC previously entered into a Food Service Agreement dated as of July 1, 2017, which was subject to four (4) additional one-year renewals, upon the written consent of both parties, which the parties now wish to renew, amend and restate as set forth herein. In the event of a renewal, the Administrative Fee and the Management Fee shall be adjusted annually by a percentage equal to at least the minimum percentage increase in the most recently published Consumer Price Index Food Away From Home, Northeast Region, ("CPI") over the previous year.
- 1.3 Duration of Agreement. The original term of this Agreement commenced on July 1, 2017 and included up to four (4) additional renewal options. This Agreement commences on July 1, 2020 and continues until June 30, 2021, unless terminated by either Party as hereinafter provided. This document represents the third renewal option to the original contract.

ARTICLE II  
RELATIONSHIP OF THE PARTIES

- 2.1 Independent Contractor. The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), United States Department of Agriculture (USDA) and the State Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. [Recordkeeping, as referenced in 7 CFR Part 3016.42 and Part 3019.53 and § 210.16(c)(1)]
  - B. The FSMC shall to the maximum extent possible, utilize USDA donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [as referenced in 7 CFR § 210.16(a)(6)]
  - C. The FSMC shall have State and/or local health certification for any facility outside the SFA facilities in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the Agreement. The FSMC must meet all applicable

State and local health regulations in preparing and serving meals at each SFA facility. [as referenced in 7 CFR § 210.16(c)(2)]

- D. The FSMC shall prepare and serve a variety of appetizing, quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this Agreement. The FSMC agrees that it will perform the work described in this Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this Agreement. Upon the request of the SFA, the FSMC shall provide the SFA with a copy of the FSMC's Code of Conduct and written Procurement Procedures as they pertain to the SFA's food service program, which shall remain subject to the confidentiality obligations set forth in Section 7.5 hereof.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees employed by it in the performance of this Agreement.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

### 2.3 SFA - Responsibilities.

The SFA shall:

- A. Ensure that the food service operation is in conformance with the SFA's agreement under the Program [as referenced in 7 CFR § 210.16(a)(2)]. Specifically, but not in limitation of anything herein contained, the SFA shall maintain a non-profit school food service and will observe the requirements for, and limitations on, the use of non-profit school food service revenues, as set forth in 7 CFR 210.14, and the limitations on any competitive school food service as set forth in §210.11, as referenced in 7 CFR 210.9(b)(1).
- B. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations [as referenced in 7 CFR § 210.16(a)(3)]
- C. Retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals [as referenced in 7 CFR § 210.16(a)(4)]
- D. Retain signature authority on the State agency-SFA agreement, free and reduced price policy statement and Claims for Reimbursement [as referenced in 7 CFR § 210.16(a)(5)]

- E. Retain title to all USDA donated foods; and ensure that all USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. All refunds and rebates received from processors must be retained by the SFA [as referenced in 7 CFR § 210.16(a)(6)]**
- F. Maintain all applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility [as referenced in 7 CFR § 210.16(a)(7)]**
- G. Establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning [as referenced in 7 CFR § 210.16(a)(8)]**
- H. Make reasonable regulations with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given;**
- I. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation and retain control for establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals; [as referenced in 7 CFR 210.16(a)(4)]**
- J. Retain signature authority and be responsible for all contractual agreements entered into in connection with the school nutrition program. [as referenced in 7 CFR § 210.21];**
- K. Ensure resolution of program review and audit findings. [as referenced in 7 CFR § 210.9(b)(17)].**
- L. Ensure that the FSMC adheres to the 21-day cycle menu that was provided in the RFP or in the FSMC's Proposal. [as referenced in 7 CFR § 210.16 (b)(1)]**
- M. Provide detailed specifications for each food component or menu item specified in 7 CFR Part 210, and include these specifications in the IFB or RFP. [as referenced in 7 CFR § 210.16(c)(3)]**
- N. Maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing or serving meals at any location other than the facilities. [as referenced in 7 CFR § 210.16(a)(7)]**
- O. Develop, distribute, and collect the parent letter and application for free and reduced price meals. [as referenced in 7 CFR § 245.6]**
- P. Determine eligibility and verify applications for free and reduced price meals benefits and will conduct any hearings related to such determinations. [as referenced in 7 CFR § 245.6, 6a, 7, 10]**

- Q. Assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [as referenced in 7 CFR § 210.9(b)(15)].
- R. Maintain responsibility for securing processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. [as referenced in 7 CFR § 250.15]
- S. Ensure that both the SFA employees and the FSMC employees assigned to the SFA's food program comply with USDA's Professional Standards regulations.

**ARTICLE III  
FOOD SERVICE PROGRAM**

- 3.1 Location. The FSMC shall prepare and serve meals for the Timberlane Regional Central School (Atkinson Academy, Danville Elementary, Pollard Elementary, Sandown Central, Sandown North Elementary), Timberlane Regional Middle School and Timberlane Regional High School. The SFA and the FSMC may, by mutual written agreement, add other locations.
- 3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as Appendix A. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [as referenced in 7 CFR § 210.16 (b)(1)].
- 3.3 Meal Program. The FSMC shall provide nutritious, high-quality breakfasts, lunches, snacks, milk service, a la carte food, and vending items in accordance with the following terms:
  - A. In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [as referenced in 7 CFR § 210.16(a)]
  - B. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as referenced in 7 CFR § 210.10, 220.8 and 225.16.
  - C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [as referenced in 7 CFR § 210.16 (a)(5)]
  - D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.

- E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products for use in meals served in the NSLP in compliance with the Buy American Provision as referenced in 7 CFR 210.21(d)(2) and 7 CFR Part 250.
- 3.4 **Nutrition Awareness Programs.** In cooperation with the SFA, the FSMC shall conduct ongoing nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 **Special Diets.** The FSMC shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a licensed medical authority for students with a disability in accordance with SFA policy and Section 504 of the Rehabilitation Act of 1973 and attendant regulations. A medical statement shall be provided to the nurse or nurses designated by the SFA and shall be signed by the licensed medical authority and shall specify the nature of the child's disability and the major life activities affected thereby, the reason the disability or medical condition prevents the child from eating the regular school meal, the food(s) to be omitted from the child's diet and the specific substitutions needed. The nurse shall then communicate information to FSMC to the extent necessary to allow it to prepare such requested special diets. Any additional cost incurred to provide such substitutions shall be considered allowable costs of the food service program and operating budget, and the SFA shall reimburse FSMC therefor in accordance with this Agreement.
- 3.6 **Advisory Board.** The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.
- 3.7 **Catering.** Upon reasonable request by the SFA, the FSMC shall provide catered food service for administration and student related functions at times and prices mutually agreed upon. Such requests must be received by the FSMC at least ten (10) days prior to the date of the function. The SFA may, if a price cannot be agreed upon in good faith or the FSMC cannot provide the service, obtain outside catering services, provided the FSMC shall first have been given the opportunity to match the prices and terms of the outside catering service. If the FSMC chooses not to match such terms, then the SFA shall be free to retain the outside catering service. The FSMC shall submit catering invoices by the end of the month in which the services are rendered or within 30 days of rendering the services, whichever is later. Costs of catered functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month.
- 3.8 **Environmental Protection Agency Compliance.** In performance of this Agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [as referenced in Part 3016.36(i)].

- 3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act. [as referenced in Part 3016.36(i)].
- 3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this Agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. [as referenced in Part 3016.36(i)].
- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The certification must also accompany each of the four (4) additional one-year renewals. [as referenced in 7 CFR § 3017.300].
- 3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [as referenced in 7 CFR § 3018].
- 3.13 Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions).
- A. The FSMC will provide the following services in relation to commodity foods:
1. Preparing and serving meals
  2. Ordering or selection of donated foods, in coordination with the SFA and in accordance with 7 CFR 250.52
  3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
  4. Payment of processing fees and/or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250
- B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA.
- C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMA shall use the USDA's

November 15<sup>th</sup> list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices.

- D. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in SFA's food service operations.
- E. The FSMC must meet the general requirements as referenced in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- I. The FSMC shall not enter into the processing agreement with the processor as referenced in subpart C of 7 CFR 250.
- J. The distributing agency, sub distributing agency, SA or SFA, the Comptroller General or the US Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- K. The FSMC will maintain records to document its compliance as referenced in 7 CFR 250.54(b).
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
  - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
  - 2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year,

including, as referenced in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and

3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as referenced in 7 CFR parts 210, 225, or 226, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, as referenced in 7 CFR 250.51(a), the value of donated foods contained in processed end products.
- P. The FSMC will assure that USDA donated foods are not used for special functions conducted outside the nonprofit school food service.
- Q. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service.
- R. The FSMC shall assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

**3.14 Resource Management (Compliance with Revenue from non-program foods):** For all contracts, including fixed price per meal contracts, awarded on a per meal basis and with revenues from non-program foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information needed to complete the Non-Program Food Revenue Tool, including information on food costs and revenues, the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. [As referenced in 7CFR §210.14]

#### ARTICLE IV MANAGEMENT AND PERSONNEL

- 4.1 **FSMC Management and Professional Employees.** The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all SFA employees assigned to work in the food service operations. FSMC shall ensure that all management/professional employees assigned to the SFA's food program comply with USDA's Professional Standards regulations. During the term of this Agreement (including any renewal thereof) and for one year thereafter, SFA shall not solicit any management, professional or supervisory employees of FSMC (including without limitation any Vice President, Director, Manager, Chef, Dietician or Nutritionist) ("FSMC Managers") to work in a similar or

other capacity whether at the SFA's food service facility or elsewhere, nor will SFA permit the employment of said individuals by others (including any successor food service management company) in any operation providing food service throughout the school district. SFA further covenants and agrees not to hire, nor allow to be hired by others (including a successor food service management company), said FSMC Managers to perform work on behalf of SFA or on SFA premises, for a period of one (1) year following such FSMC Manager's termination of employment with FSMC. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA or any parent, subsidiary, affiliate, agent or contractor (including successor food service management company) of the SFA nevertheless solicits to hire or hires a FSMC Manager in violation of the foregoing covenants, then SFA in recognition of FSMC's considerable investment in attracting and training such employee agrees to pay a fee to FSMC of two times the annual salary of said FSMC Manager as liquidated damages. Said fee shall become due and payable upon the commencement date of employment with SFA or any parent, subsidiary, or affiliate of the SFA or any successor food service management company. Any such fee shall not be paid by funds from the nonprofit food service account.

- 4.2 **Non-Management Employees.** All non-management food service employees shall be employees of the SFA or FSMC, as the case may be. The FSMC Managers shall direct and supervise SFA and FSMC food service employees. FSMC shall ensure that all nonmanagement employees assigned to the SFA's food program comply with USDA's Professional Standards regulations. Current non-management food service employees shall remain employees of the SFA unless already employed by FSMC. In the event of turnover among such employees, FSMC will fill the position with a FSMC employee with the SFA's prior approval.
- 4.3 **Student Workers.** The SFA has a policy of providing work experience for appropriate students as part of the educational curriculum. In furtherance of that policy, the SFA may assign students for work in the food service operation in such numbers and at such times as are agreed upon between the SFA and the FSMC.
- 4.4 **Payroll and Taxes.** The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 4.5 **Workers' Compensation Insurance.** The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA. The SFA shall be solely responsible for providing Workers' Compensation Insurance coverage for its own employees.
- 4.6 **Nondiscrimination.** The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [as referenced in Part 3016.36(i)]

4.7 Fingerprinting Requirements. The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The SFA will fingerprint and perform criminal background checks on all new employees both SFA and FSMC (current staff has already been processed) working within the SFA's school district. The FSMC must pay the fee payable to the State of NH (currently at \$51.50 per new employee processed) for its own employees. Appointments for fingerprinting must be made with the SFA Personnel Secretary.

4.8 Equal Opportunity Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, creed, disability, or status as a Vietnam veteran, sexual orientation (provided that the object of such orientation is not a minor), genetic status, gender identity or other protected class, all as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning Food Service employees. The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; M.G.L. c. 151B, and any additions or amendments thereto. [7 CFR 3016.36(i)]

4.9 Inclement Weather and School Closing. The SFA shall use its best efforts to notify FSMC in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the SFA to delay opening or close the SFA Facility after FSMC's employees have already reported to work, any labor costs incurred by FSMC as a result of such closing, delayed opening or early dismissal (including as a result of requirements contained in a collective bargaining agreement, if applicable) shall be charged to the SFA as an Operating Expense of the Food Service Program.

## ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 Inventories of Food and Supplies. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this Agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.

- 5.2 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and nonconsumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages (normal usage and ordinary wear and tear excepted) noted on the year-end inventory.
- 5.3 Office Facilities. The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this Agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this Agreement, ordinary wear and tear excepted.
- 5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities.
- A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The SFA shall designate a refuse and recycling collection area and the FSMC shall be responsible for transporting refuse and recycling to the designated collection area.
- B. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, walls, windows, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the daily removal of refuse and recycling (including recyclable waste such food waste, plastic and paper) from the designated collection area. The SFA shall provide, at its expense, for regular extermination services.
- C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above or Paragraph 5.5 below, the FSMC may, with the written approval of the SFA (not to be unreasonably withheld or delayed), temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 5.5 Maintenance. The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain and repair the food service facilities and equipment. The SFA shall keep such equipment and facilities maintained in a safe operating condition such that no FSMC employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation.
- 5.6 Condition of Facilities and Equipment. The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each Party in performance of this Agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable

and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall promptly inform the SFA of such notification. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, FSMC shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency.

**5.8 Nonconforming Facilities and Equipment.** Each Party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

## ARTICLE VI FINANCIAL AND PAYMENT TERMS

**6.1 Billing for Reimbursements, Administrative Fee, and Management Fee.** The FSMC must separately identify for each cost submitted for payment to the SFA the amount of the cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:

- A. The actual and direct costs for the wages (including any bonus), taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this Agreement. Direct operating costs are defined as:
  - Food and supply purchases by the FSMC necessary to perform this Agreement
  - Food service program mileage costs incurred
  - Advertising and promotions within the SFA
  - FSMC's insurance (including performance bond) necessary for performance of this Agreement
  - Employee training and development costs
  - Laundry, linen, and uniforms
  - Licenses and permits for performance of this Agreement
  - Commodity processing and delivery charges and storage rental
  - Service business and occupation tax
  - Sales and use tax, if applicable
  - Technology expenses, including hardware, software and licensing fees
  - Fingerprinting and background checks as required
  - Minor Repairs
  - Vehicle cost and operating expense (including fuel charges, maintenance and insurance), to the extent applicable to this Agreement
  - Office supplies, printing, postage and telephone expense

- Depreciation of FSMC investment, if any, on a straight-line basis
- Other expenses necessary for the performance of this Agreement, as mutually agreed

In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in the FSMC's Proposal or current school year's food service operating budget approved by the SFA.

- C. The FSMC's Management Fee of \$3,208.26 per month for ten (10) months (\$32,082.61). The following functions are the FSMC's responsibility, and will be included in such fees:
- Overhead Allowance
  - Supervision of FSMC employees by executives not assigned to the food service operation
- D. The FSMC's Administrative Fee of \$6,416.52 per month for ten (10) months (\$64,165.22). The following functions are the FSMC's responsibility, and will be included in such fees:
- Financial reporting and analysis
  - Field auditing
  - Marketing Assistance
  - Purchasing administration
- E. To the extent necessary, the FSMC's Management fee will be reduced to cover any loss in the food service account, but only to the extent of the Management Fee. This will be the SFA's exclusive remedy for FSMC' failure to achieve the Guarantee contemplated in Section 6.3 below, and in no event shall FSMC be liable for any amount in excess of its Management Fee. Any loss that exceeds the amount of the Management Fee will be covered by the SFA with a transfer from General Funds.
- F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
- Reports filed to the State
  - Corporate income tax

- 6.2 Invoice Due Date. The FSMC will invoice the SFA for the amount of the food service budget (including operating costs, Management Fee and Administrative Fee) in ten (10) equal monthly installments, starting on August 31, 2020, which invoices will be due and payable by the SFA within ten (10) days from the date of submission. The last invoice submitted by the FSMC at the end of the school year shall contain any necessary adjustment and reconciliation of actual costs against budget. The SFA shall promptly notify FSMC of any disputed amounts and the reason for such dispute. The SFA and FSMC agree to cooperate with each other in good faith to resolve all such disputes. In any event, the SFA shall pay that portion of any invoice that is undisputed. FSMC shall be entitled to charge the SFA, and the SFA shall pay, a late payment fee on any invoiced amount that is past due, at rate (the "Interest Rate") that is the lesser of (i) 1 ½ % per month or (ii) the maximum rate allowed by law, provided that such late payment fee shall be paid from the SFA's General Funds and not from the non-

profit food service account. Some of the food products purchased on behalf of SFA in connection with the Food Service Program may be "Perishable Agricultural Commodities" within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) ("PACA"). Where applicable, (a) such food products are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) FSMC retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices hereunder, SFA agrees to pay FSMC's reasonable attorney's fees and other costs, provided that such fees and costs shall not be paid from the non-profit food service account.

- 6.3 Guarantee. The SFA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC guarantees a no cost or breakeven food service operation (the "Guarantee"), including the Management fee and/or the Administrative fee. This Guarantee shall be calculated based on the total revenues generated by the program on an annual basis, less Whitsons' total costs of operating the program as identified in Whitsons' monthly and annual operating statements provided hereunder. If the Guarantee is not achieved, then Whitsons will subsidize the difference up to 100% of its Management Fee. The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the term: (i) reimbursement rates for Program meals will not be less than the rates estimated in the FSMC's Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.06 federal reimbursement increase published by the USDA; (ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in FSMC' Proposal or received during the prior school year; (iii) the number of days meals are served during the school year will be not less than: (A) 179 days for breakfast and 180 lunch days in the Elementary Schools, (B) 177 days for breakfast and 178 lunch days in the Middle School, and (C) 173 days for breakfast and 169 lunch days in the High School; (iv) the number of serving periods, locations, serving times and types of service will not differ from as listed in the RFP; (v) the student enrollment for the term of the Agreement will be not less than 3,000 students; (vi) the level of wages, salaries and fringe benefits will not exceed those proposed and listed in the original FSMC proposal, and the SFA's labor costs charged to the budget shall not exceed \$365,568; (vii) The actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in the FSMC's' proposal; (viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing; (ix) Milk prices shall remain constant throughout the year; (x) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those stated in the RFP and included in the FSMC's proposal; (xi) the SFA and its representatives including but not limited to, school principals, teachers and SFA employees shall fully cooperate with FSMC in the implementation of the Food Service Program including, if applicable, breakfast in the classroom at all elementary schools, and a closed campus; (xii) There shall be no competitive food and beverage sales immediately before, after or during the meal service times, and the SFA shall fully cooperate with FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program; (xiii) Legislation, regulations and the SFA's Wellness

Policy or practice shall remain consistent with those at the time of the original proposal; (xv) to the extent applicable, the SFA shall approve the FSMC's recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program; (xvi) the SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of FSMC; (xvii) FSMC has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and (xviii) there shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee.

In the event the foregoing conditions are not met during the term of this Agreement, the food service operating budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.

- 6.4 **Operating Statements.** The FSMC shall submit monthly operating statements to the SFA by the tenth (10th) of the next month. This statement shall reflect all activity for the previous calendar month.
- 6.5 **Re-negotiation of Financial Terms.** Except as set forth in Article I, Section 1.3, the renegotiation of price terms under this Agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the financial terms of this Agreement are based (including the assumptions set forth in Section 6.3 above), then those financial terms so affected may be renegotiated by the parties. Renegotiation of financial terms under such conditions must be mutual, and any changes in financial terms must be agreed upon by both parties acting reasonably and in good faith. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Agreement, it being understood and agreed that the contingencies set forth in the assumptions contained in Section 6.3 shall not be deemed to be foreseeable and predictable.
- 6.6 **Availability of Funds.** Every payment obligation of the SFA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA (except for liability that accrued prior to the date of termination) in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. SFA represents and warrants that it has received sufficient funding and allocation of funds to perform its obligations under this Agreement for the duration of the Initial Term. To the extent the SFA agrees to renew this Agreement in accordance with Section 1.3 of Article I, such renewal shall constitute a representation and warranty that SFA will have received sufficient funding

and allocation of funds to perform its obligations for such Renewal Term. SFA will pay all amounts hereunder that have accrued up to and including the effective date of any termination of this Agreement for all services provided hereunder, regardless of lack of funds or insufficient funds being appropriated to or budgeted by or for SFA for payment under this Agreement.

- 6.7 Allowable costs. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the Agreement to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations (as referenced in 7 CFR parts 210, 215, 220, 3016 and 3019, as applicable) and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable).

- 6.8 Discounts, Rebates and Other Applicable Credits. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. This information must be supplied on a monthly basis.

The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the State agency, or the United States Department of Agriculture. The FSMC shall return the value of all discounts, rebates and other applicable credits allocable to the contract to the SFA.

- 6.9 FSMC Investment. Pursuant to the terms of its initial Food Service Agreement, Whitsons previously funded certain improvements to the SFA's Facility to facilitate the performance of the services hereunder in the amount of Twenty Eight Thousand Seven Hundred Nine Dollars and Thirteen Cents (\$28,709.13) (the "Investment"). The scope and specifications for such Investment were mutually agreed in writing by the Parties. The SFA holds title to real estate fixtures, equipment, and other items funded by the Investment. FSMC is currently amortizing its Investment on a straight-line depreciation basis over a period of five (5) years, and SFA will continue to be invoiced for and shall repay such Investment on a monthly basis as an additional expense above and beyond the agreed upon Management Fee and Administrative Fee and other reimbursement costs of the Food Service Program. If the Agreement is terminated prior to the full amortization of the Investment, the SFA shall promptly select one of the following options: (i) retain any equipment or other items funded by the Investment and continue to make payment to FSMC in accordance with the agreed monthly amortization schedule until the Investment is fully repaid; or (ii) retain any equipment or other items funded by the Investment and promptly pay (or cause any successor food service management company to pay) FSMC the unamortized portion of the Investment in full within fifteen (15) days of termination of the Agreement. In the event such payment(s) owing to FSMC are not paid to FSMC within ten (10) days of the scheduled payment date(s), SFA agrees to pay interest on such amounts at the

Interest Rate from the scheduled payment date until the date paid. SFA agrees that no Food Service Program funds shall be used to pay any interest. The right of Whitsons to charge interest for late payment shall not be construed as a waiver of Whitsons' right to receive timely payment.

- 6.10 FSMC records pertaining to the SFA shall be maintained at SAU #55 Offices, 30 Greenough Road, Plaistow NH 03865 while the Agreement is in effect and for the required retention period.

## ARTICLE VII GENERAL TERMS AND CONDITIONS

- 7.1 Compliance with Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.
- 7.2 National School Lunch Program. In order to assist the SFA's participation in the National School Lunch Program:
- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. Any commodity processing contracts shall be established by the SFA. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA's nonprofit food service. [as referenced in 7 CFR § 210.16 (a)(6)]. The FSMC shall maintain a perpetual inventory record of donated commodities.
  - B. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. [as referenced in 7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
  - C. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [as referenced in 7 CFR 210.16(c)(1)].
- 7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of

the FSMC under this agreement, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

- 7.4 **Indemnity.** Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the Party, its agents, or its employees in the performance of its obligations under this Agreement. Notwithstanding anything herein contained to the contrary, neither Party shall be liable to the other or to any third party for any lost profits or indirect, punitive, special or consequential losses or damages arising out of or in connection with this Agreement.
- 7.5 **Trade Secrets.** All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, the information technology systems, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "**Confidential Information**"), shall be the property of FSMC and shall be confidential. SFA shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by SFA in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. SFA shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC. SFA agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "**Proprietary Materials**") used by FSMC on SFA's premises in connection with the food services provided by FSMC under this Agreement shall remain the property of FSMC notwithstanding the fact that SFA may have paid a fee for the use of such Proprietary Materials in connection with the Food Service Program. Upon the expiration or termination of this Agreement, all use of trademarks, service marks and logos owned by FSMC or licensed to FSMC by third parties shall be discontinued by SFA, and the SFA shall immediately return to FSMC all Proprietary Materials. The SFA shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of its business or which it develops independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC. The SFA and the FSMC shall exercise the same level of care in maintaining the confidences of the other Party as they would employ in maintaining their own confidences, but not less than a reasonable degree of care. All such confidential and proprietary materials shall remain the exclusive property of the Party that developed them and shall be returned to that Party immediately upon termination of this agreement. The foregoing notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed

under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [as referenced in 7 CFR § 3016.34].

7.6 **Assignment.** This Agreement may not be assigned by either Party, in whole or in part, without the written consent of the other Party.

7.7 **Notices.** Any notice or communication required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, or by express mail or overnight courier service, addressed to the other Party as follows:

Notices to the SFA:

Timberlane Regional School District  
30 Greenough Road  
Plaistow NH 03865  
Attention: Geoffrey Dowd, Business Administrator

Notices to the FSMC:

Whitsons New England, Inc.  
1800 Motor Parkway  
Islandia, NY 11749  
Attention: Kelly A. Friend, Chief Operating Officer, Contract Management Division

With a copy to the same address, Attention: Legal Department

Other persons or places may also be designated, in writing, by either of the Parties, during the term of this Agreement. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail or courier service.

7.9 **Catastrophe.** With the exception of payment obligations for prior performance under this Agreement, neither Party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, flood, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such Party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [as referenced in Part 3016.36(i)].

7.10 **Termination for Cause.** Either Party may cancel the Agreement for cause by giving sixty (60) days advance notice in writing to the other party of its intention to do so. [as referenced in 7 CFR § 210.16 (d)].

7.11 **Cure Period.** If a cure or remedy is found for the termination request by mutual agreement of the Parties, the termination or non-renewal letter must be withdrawn in writing by the terminating Party within the sixty (60) day period as described in Section 7.10 above. This letter should be counter-signed by the receiving Party and

the letter should become an amendment to this Agreement. [as referenced in Part 3016.36(i)].

7.12 Termination without Cause. Either Party may terminate the Agreement without cause. The Party terminating the Agreement without cause shall give no less than sixty (60) days written notice to the other Party of its intention to terminate the Agreement without cause.

7.13 Rights beyond Termination. The right of termination referred to in this Agreement is not intended to be exclusive, and is in addition to any other rights available to either Party at

law or in equity. If either Party breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the non-breaching Party may elect to pursue any available legal, contractual or administrative remedy, [as referenced in Part 3016.36(i)].

7.14 Construction and Effect. A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or agreements regarding the subject matter hereof. The Article and Paragraph or Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or Sections or be considered in their interpretation. The appendixes referred to herein are made part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which taken together shall be deemed an original. Facsimile, digital or electronic signatures shall have the same force as an original.

7.15 Amendments to the Agreement. The Parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The Parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. In any event, the Parties must mutually agree, in a written document signed by both Parties and attached to this Agreement, to amend, add, or delete any provision or appendix of this Agreement. Any amendment to this Agreement shall become effective at the time specified in the amendment.

7.16 Notification of Termination. The New Hampshire State Department of Education shall be notified immediately of termination action and reason for termination.

7.17 Omission. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc) and workmanship of a quality that would normally be specified by the SFA are to be used.


7.18 If the FSMC makes the purchases in a cost-reimbursable contract, the prices charged the SFA will be reasonable and necessary.

- 7.19 The FSMC accepts liability caused by FSMC's negligence for claims assessed as a result of Federal or State reviews/audits, corresponding with the SFA's period of liability.
- 7.20 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

The parties agree that the terms of this Agreement are in accordance with the Request for Proposal (RFP) published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC, which are kept on file at the Board Offices and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this Agreement, the following order of precedence shall apply: Agreement, RFP, FSMC proposal.

SO AGREED:

WHITSONS NEW ENGLAND, INC.

By:   
Name: Beth Bunster Title CFO Date 10/8/2020

TIMBERLANE REGIONAL SCHOOL DISTRICT

By:   
Name: Geoffrey Powell Title CFO/BAA Date 10/8/2020

# School Calendar

## Timberlane Regional School District *Atkinson, Danville, Plakstow, Sandown* 2020 - 2021 School Calendar

*The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.*

|                       | M  | T    | W    | TH   | F  |                      | M  | T  | W  | TH | F  |
|-----------------------|----|------|------|------|----|----------------------|----|----|----|----|----|
| <b>August (1)</b>     | NT | NT   | NT   | NT   | X  | <b>February (15)</b> | 1  | 2  | 3  | 4  | 5  |
|                       | 31 |      | B-PD | D-PD |    |                      | 8  | 9  | 10 | 11 | 12 |
| <b>September (20)</b> |    | 1    | 2    | 3    | X  |                      | 15 | 16 | 17 | 18 | 19 |
|                       | X  | 8    | 9    | 10   | 11 |                      | X  | X  | X  | X  | X  |
|                       | 14 | 15   | 16   | 17   | 18 |                      |    |    |    |    |    |
|                       | 21 | 22   | 23   | 24   | 25 | <b>March (22)</b>    | 1  | 2  | 3  | 4  | 5  |
|                       | 28 | 29   | 30   |      |    |                      | 8  | 9  | 10 | 11 | 12 |
| <b>October (21)</b>   |    |      |      | 1    | 2  |                      | 15 | 16 | 17 | 18 | 19 |
|                       | 5  | 6    | 7    | 8    | 9  |                      | 22 | 23 | 24 | 25 | 26 |
|                       | X  | 13   | 14   | 15   | 16 |                      | 29 | 30 | PD |    |    |
|                       | 19 | 20   | 21   | 22   | 23 | <b>April (17)</b>    | 5  | 6  | 7  | 8  | 9  |
|                       | 26 | 27   | 28   | ER   | 30 |                      | 12 | 13 | 14 | 15 | 16 |
| <b>November (16)</b>  | 2  | PD/E | 4    | 5    | 6  |                      | 19 | 20 | 21 | 22 | 23 |
|                       | 9  | 10   | X    | 12   | 13 |                      | X  | X  | X  | X  | X  |
|                       | 16 | 17   | 18   | 19   | 20 | <b>May (20)</b>      | 3  | 4  | 5  | 6  | 7  |
|                       | 23 | 24   | X    | X    | X  |                      | 10 | 11 | 12 | 13 | 14 |
|                       | 30 |      |      |      |    |                      | 17 | 18 | 19 | 20 | 21 |
| <b>December (16)</b>  |    | 1    | 2    | 3    | 4  |                      | 24 | 25 | 26 | 27 | ER |
|                       | 7  | 8    | 9    | 10   | 11 |                      | X  |    |    |    |    |
|                       | 14 | 15   | 16   | 17   | 18 | <b>June (14)</b>     |    | 1  | 2  | 3  | 4  |
|                       | 21 | 22   | X    | X    | X  |                      | 7  | 8  | 9  | 10 | 11 |
|                       | X  | X    | X    | X    |    |                      | 14 | 15 | 16 | 17 | ER |
| <b>January (18)</b>   |    |      |      |      | X  |                      | X  | X  | X  | X  | X  |
|                       | 4  | 5    | 6    | 7    | 8  |                      | X  | X  | X  |    |    |
|                       | 11 | 12   | 13   | 14   | 15 |                      |    |    |    |    |    |
|                       | X  | 19   | 20   | 21   | 22 |                      |    |    |    |    |    |
|                       | 25 | 26   | PD   | 28   | 29 |                      |    |    |    |    |    |

|  |   |
|--|---|
| <p>PD = Professional Development Day (no school for students)<br/>                 D-PD = District Professional Development NT = New Teacher Day<br/>                 B-PD = Building Level Professional Development<br/>                 X = Holiday/School Break MU = Make-up Day ER = Early Release</p> | <p>Student Year = 180 days Teacher Year = 187 days<br/>                 Quarters: November 4, January 26, April 8, and Last Day of School<br/>                 Trimesters: December 2, March 17, and Last Day of School</p> |
|--|---|

|                     |   |              |   |
|---------------------|---|--------------|---|
| August 19-20, 24-25 | New Teacher Induction/Orientation         | Dec 23-Jan 1 | Holiday Break                           |
| August 26-27        | Professional Development TTA/TSSU         | January 18   | Martin Luther King Jr. Civil Rights Day |
| August 31           | First Day of School                       | January 27   | Professional Development TTA            |
| September 4-7       | Labor Day                                 | Feb 22-26    | Winter Break                            |
| October 12          | Columbus Day                              | March 31     | Professional Development TTA            |
| October 29          | Early Release                             | April 26-30  | Spring Break                            |
| November 3          | Professional Development TTA/Election Day | May 28       | Early Release                           |
| November 11         | Veterans Day Observed                     | May 31       | Memorial Day Observed                   |
| November 25-27      | Thanksgiving Break                        | June 18      | Last Day of School **/Early Release     |

Approved by the Timberlane Regional School Board on April 4, 2019. Updated to reflect Presidential Election Day.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.) Not Applicable

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b> _____<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b> _____<br>a. Bid/offer/application<br>b. Initial award<br>c. Post-award  | <b>3. Report Type:</b> _____<br>a. Initial filing<br>b. Material change<br><b>For Material Change Only:</b><br>Year _____<br>Quarter _____ Date of Last Report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime _____ Subawardee<br>Tier _____, if known<br><br>Congressional District, if known: _____   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: _____   |  |
| <b>6. Federal Department/Agency:</b> _____   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____  |  |
| <b>8. Federal Action Number, if known:</b> _____   | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Entity:</b><br>(if individual, last name, first name, middle)<br><br>(Attach Continuation Sheet(s))   | <b>10. b. Individuals Performing Services</b> (including address if different from No. 10,a.) (last name, first name, middle)<br><br>SF-LLL-A if Necessary)   |  |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____<br>_____ Actual _____ Planned   | <b>13. Type of payment (check all that apply):</b><br>_____ a. retainer<br>_____ b. one-time fee<br>_____ c. commission<br>_____ d. contingent fee<br>_____ e. deferred<br>_____ f. other; specify: _____ |  |
| <b>12. Form of Payment (check all that apply):</b><br>_____ a. cash<br>_____ b. in-kind; specify:<br>Nature _____<br>Actual _____  |   |  |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b><br><br>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)  |   |  |
| <b>Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____  |   |  |
| <b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> | Signature: <u>Beth Bunn</u><br>Print Name: <u>Beth Bunn</u><br>Title: <u>CEO</u><br>Telephone: <u>631 750 1433</u><br>Date: <u>10/8/2020</u>  |  |
| <b>Federal Use Only:</b>   | Authorized for Local Reproduction Standard Form - LLL   |  |

SF-LLL

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET  
SF-LLL-A**

Reporting entity: Whitsons New England, Inc.

Page 2

of 2

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contract Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.


Whitsons New England, Inc.

1800 Motor Parkway, Islandia, NY 11749

Name and Address of Organization

Beth Bunster, CFO

Name and Title of Submitting Official

  
Signature

10/8/2020

Date

ENERGY POLICY AND CONSERVATION ACT  
CONTRACT ADDENDUM

Whitsons New England, Inc. and Timberlane Regional School District  
Food Service Management Company (FSMC) and the School Food Authority

agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For: Whitsons New England, Inc.

FSMC



Signature

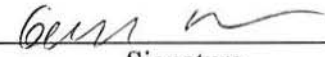
Beth Bunster, CFO

Title

10/8/2020

Date

For: Timberlane Reg. S.D.  
the Board of Education



Signature

CA/BS

Title

10/8/2020

Date

**Certificate of Independent Price Determination**

Both the school food authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Whitsons New England, Inc.  
Name of Food Service Management Company

Timberlane Regional School District  
Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offerors organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

  
\_\_\_\_\_  
Signature of Food Service Management  
Company's Authorized Representative - Beth Bunster

CFO  
Title

10/8/2020  
Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

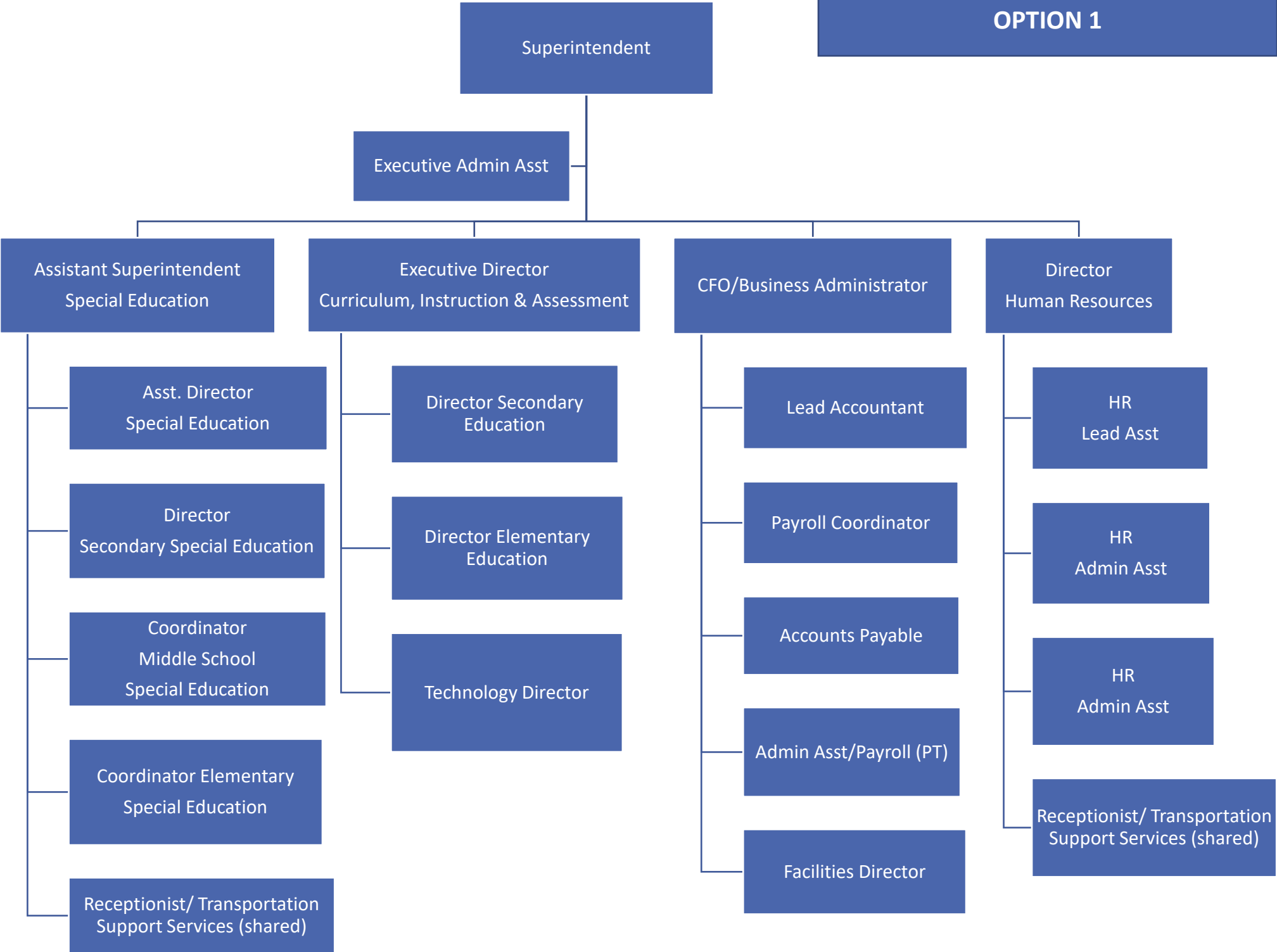
  
\_\_\_\_\_  
Signature of School Food Authority's  
Authorized Representative

CFO/SFA  
Title

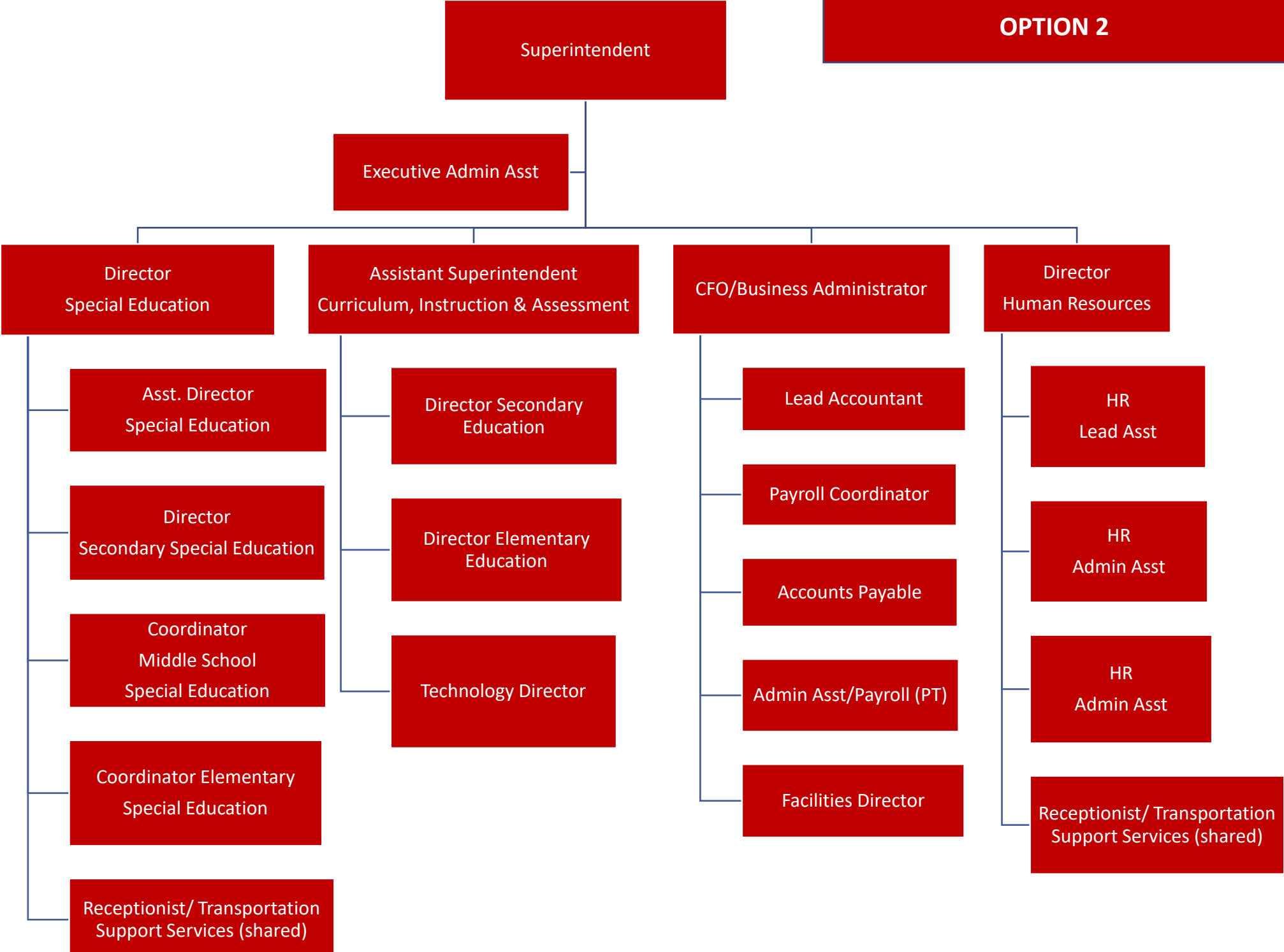
10/8/2020  
Date

Note: Accepting bidder's offer does not constitute award of the contract.

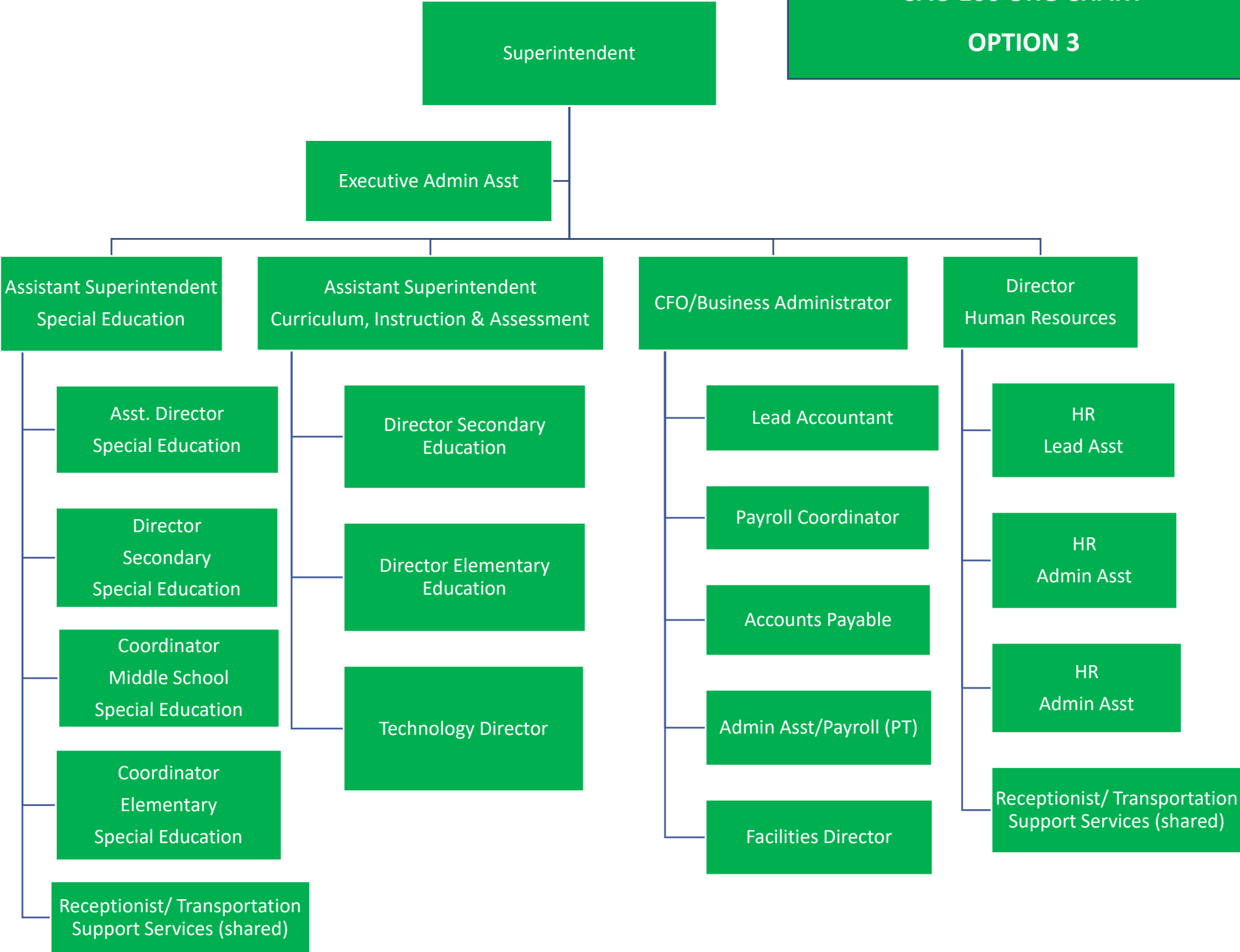
**SAU 106 ORG CHART**  
**OPTION 1**



**SAU 106 ORG CHART  
OPTION 2**



**SAU 106 ORG CHART  
OPTION 3**



# TIMBERLANE POLICY COMMITTEE RECOMMENDATIONS TO THE SCHOOL BOARD

## SECOND READ/ADOPTION

|   |   |
|---|---|
| 1 | <b>BDH CONSULTANTS (No such policy with NHSBA. PC recommends repealing.)</b>  |
| 2 | <b>BIBA SCHOOL BOARD CONFERENCES, CONVENTIONS, AND WORKSHOPS</b> (last updated in 2011; NHSBA sample language incorporated with slight changes recommended by PC) |
| 3 | <b>BID PAYMENT FOR SERVICES RENDERED BY SCHOOL DISTRICT OFFICERS</b> (updated with NHSBA language with changes recommended by PC)                                 |

|   |  |
|---|--|
| <b>Timberlane Regional School Board</b>                 | <b>Policy Code: BDH</b>                          |
| <b>Revised: 12-03-98</b><br><b>Reaffirmed: 11-18-10</b> | <del>Page 1 of 1</del><br><b><u>REPEALED</u></b> |

## CONSULTANTS

~~In situations where knowledge and/or technical skills are needed that cannot be supplied by the regular staff positions, technical and consultant assistance will be considered as one alternative for providing the desired service.~~

~~The Board shall encourage the use of professional consultants from the State Department of Education, colleges, universities and other sources, when it feels such consultant services will be helpful.~~ This policy was repealed by the School Board on \_\_\_\_\_.

|  |                          |
|--|--------------------------|
| <b>Timberlane Regional School Board</b>  | <b>Policy Code: BIBA</b> |
| <b>Adopted: 04-21-83</b><br><b>Reaffirmed: 11-01-90</b><br><b>Revised: 12-03-98</b><br><b>Revised: 01-20-11</b><br><b>Revised:</b> | <b>Page 1 of 1</b>       |

## SCHOOL BOARD CONFERENCES, CONVENTIONS, AND WORKSHOPS

|                            |
|----------------------------|
| Related Policies: BIB, DKC |
|----------------------------|

The Board encourages the participation of all members at appropriate School Board conferences and workshops. In order to control both the investment of time and funds necessary to implement this policy, the Board establishes these principles and procedures for its guidance:

1. A calendar of School Board conferences and workshops shall be [maintained by the Superintendent. The Board will periodically decide which meetings appear to be most promising in terms of producing direct and indirect benefits to the School District. School board members are encouraged to attend workshops presented by the state and national school boards associations.](#) ~~communicated by the Superintendent.~~
2. Funds for participation at such meetings will be budgeted for on an annual basis. ~~The~~ [When funds are limited the](#) Board will designate which of its members would be the most appropriate to participate at any given meeting.
3. Reimbursement to Board members for their travel expenses will be in accordance with the travel expense policy for staff members.
4. When a conference or workshop is not attended by the full Board, those who do participate will be requested to share information, recommendations, and materials acquired at the meeting.

|  |   |
|--|---|
| <p><b>Timberlane Regional School Board</b></p>   | <p><b>Policy Code:    </b> <b>BID</b></p> |
| <p><b>Adopted:       </b> <b>04-21-83</b><br/> <b>Reaffirmed:   </b> <b>11-01-90</b><br/> <b>Revised:       </b> <b>12-03-98</b><br/> <b>Revised:       </b> <b>09-20-01</b><br/> <b>Reaffirmed:   </b> <b>09-17-15</b><br/> <b>Revised:</b></p> | <p><b>Page 1 of 1</b></p>                 |

**PAYMENT FOR SERVICES RENDERED BY SCHOOL DISTRICT OFFICERS**

Related Policies: BDC

All school district officers will be reimbursed in accordance with fees and payment schedules as established by the ~~School Board-District~~. Such fees will be provided for in the School District budget and will be plainly indicated in the annual report. ~~Such fees will be provided in the school district budget.~~ It is the assigned responsibility of the Superintendent of Schools to make certain that all statements are in the hands of the school office personnel to ensure payment on the payroll manifest.

**Legal References:**

- RSA 194:10, School Districts: Salaries of District Board and Officers*
- RSA 194:11, School Districts: Payment*
- RSA 195:4,V, Cooperative School Districts: Powers*
- RSA 195:5 II, Cooperative School Districts: School District Powers and Duties*
- Kondrat V Freedan School Board, 138 NH 683 (1984)*

**BID - PAYMENT FOR SERVICES**

## Executive Summary

### **\$500 DONATIONS – HealthTrust**

Dr. Cochrane has accepted on behalf of the school district two additional donations from HealthTrust.

#### **The HealthTrust \$500.00 Donation for High School Wellness Committee**

Each year Health Trust trains district employees in order to bring Wellness activities to high school staff. The donation is put towards activities such as, Heart Health Month, Hydration Month and other similar activities and informational opportunities for staff to learn about and participate in health-related activities. Funds are sometimes used for promotion of health activities and supplies for staff, such as water bottles and masks. We also inform staff of all Health Trust opportunities to log on to the Health Trust website and encourage participation in the programs, such as Slice of Life, in order to promote personal health and to take advantage of monetary incentives.

#### **The HealthTrust \$500.00 Donation for Use in Sandown North's Wellness Program**

NH HealthTrust is the district's "nonprofit provider of high quality, cost-effective medical, dental, prescription drug and ancillary benefit plans exclusively to public sector employees and their families in New Hampshire. As a nonprofit, public risk pool, HealthTrust has the primary goal to serve their members, New Hampshire's schools, towns, cities, counties and other public entities, and keep costs down." In order to encourage healthy behaviors they enlist Wellness Coordinators on site to "serve as advocates for HealthTrust, promoting the **Slice of Life** program, and directing staff to the tools and resources available to help motivate the co-workers to make healthy choices and to incorporate a culture of health in their work environments." They provide \$500 per year to Timberlane schools that have a coordinator to provide fun, motivating incentives for staff to engage in health education or healthy behaviors.

Both donations were accepted by Dr. Cochrane on behalf of the school district consistent with policy KCD.